

# COLLECTIVE AGREEMENT

between

**CUPE LOCAL 997**  
(hereinafter called the "Union" or the "Local")

representing

**The Custodial and Maintenance Unit**  
(hereinafter called the "Bargaining Unit")

and

**Trillium Lakelands District School Board**  
(hereinafter called the "Board" or "Employer")

**NOTE: This document contains both the Central and Local Terms**

Should a provision in Part A: Central Terms conflict with a provision in Part B: Local Terms, the Central Terms will apply.



**September 1, 2022 – August 31, 2026**



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# APPENDIX I

## CUPE – PART A: CENTRAL TERMS

### C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

#### C1.1 Separate Central and Local Terms

The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

#### C1.2 Implementation

Part “A” may include provisions respecting the implementation of central terms by the school board and the union. Any such provision shall be binding on the school board and the union. Should a provision in Part A conflict with a provision in Part B, the provision in Part A, Central Term will apply.

#### C1.3 Parties

- a) The parties to the collective agreement are the school board or school Authority and the union.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

#### C1.4 Single Collective Agreement

Central terms and local terms shall together constitute a single collective agreement for all purposes.

### C2.00 DEFINITIONS

**C2.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation, shall prevail.

**C2.2** The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Associations/Conseil d’Associations des Employeurs (CTA/CAE) and the employee bargaining agency, the Canadian Union of Public Employees/Syndicat Canadien de la Fonction Publique (CUPE/SCFP).

CUPE/SCFP refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency.

CTA/CAE refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency. The CTA/CAE is composed of:

1. ACEPO refers to l'Association des conseils scolaires des écoles publiques de l'Ontario as the designated bargaining agency for every French-language public district school board.
2. AFOCSC refers to l'Association franco-ontarienne des conseils scolaires catholiques as the designated bargaining agency for every French-language Catholic district school board.
3. OCSTA refers to the Ontario Catholic School Trustees' Association as the designated bargaining agency for every English-language Catholic district school board.
4. OPSBA refers to the Ontario Public School Boards' Association as the designated bargaining agency for every English-language public district school board, including isolate boards.

### **C3.00 LENGTH OF TERM/NOTICE TO BARGAIN**

#### **C3.1 Term of Agreement**

The term of this collective agreement, including central terms and local terms, shall be from September 1, 2022 to August 31, 2026 inclusive.

#### **C3.2 Term of Letters of Agreement/Understanding**

All central letters of agreement/understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

#### **C3.3 Amendment of Terms**

In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown. It is understood the union will follow its internal approval process.

#### **C3.4 Notice to Bargain**

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.

Notice to commence bargaining shall be given by a central party:

- i. within 90 (ninety) days of the expiry date of the collective agreement; or
  - ii. within such greater period agreed upon by the parties; or
  - iii. within any greater period set by regulation by the Minister of Education.
- b) Notice to bargain centrally constitutes notice to bargain locally.
  - c) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

### **C4.00 CENTRAL DISPUTE RESOLUTION PROCESS**

The following process pertains exclusively to disputes and grievances on central matters that have been referred to the central process. In accordance with the *School Board Collective Bargaining Act, 2014* central matters may also be grieved locally, in which case local grievance processes will apply. In the event that central language is being grieved locally, the local parties shall provide the grievance to their respective central agents. Where a local grievance has been filed, the central parties will jointly recommend in writing to the Local Parties that the local grievance be held in abeyance until the Central Dispute Resolution Committee, the Central Parties, or the Crown takes action under Article 4.

#### **C4.1 Statement of Purpose**

- a. The purposes of the Central Dispute Resolution Process (CDRP) shall include the expeditious processing and resolution of disputes through consultation, discussion, mediation or arbitration, and the avoidance thereby of multiplicity of proceedings.

#### **C4.2 Parties to the Process**

- a. There shall be established a Central Dispute Resolution Committee (“The Committee”), which shall be composed of equal representation of up to four (4) representatives each of the employer bargaining agency and employee bargaining agency (“the central parties”), and up to three representatives of the Crown. The Committee will be co-chaired by a representative from each bargaining agency. All correspondence to the committee will be sent to both co-chairs.
- b. The Central Parties and the Crown will provide a written list of representatives appointed to the Committee with contact information every September. Any changes in representation will be confirmed in writing.
- c. A local party shall not be party to the CDRP, or to the Committee, except to the extent its interests are represented by its respective central party on the Committee.
- d. For the purposes of this section, “central party” means an employer bargaining agency or employee bargaining agency, and “local party” means an employer or trade union party to a local collective agreement.

#### **C4.3 Meetings of the Committee**

The Committee shall meet eight times during the school year. The parties may schedule additional meetings by mutual agreement.

#### **C4.4 Selection of Representatives**

- a. Each central party and the Crown shall select its own representatives to the Committee.

#### **C4.5 Mandate of the Committee**

The mandate of the Committee shall be as follows:

a. Dispute Resolution

A review of any dispute referred to the Committee respecting the interpretation, application, administration, alleged violation, or arbitrability of central terms in the agreement, for the purposes of determining whether the dispute might be settled, withdrawn, referred to mediation/arbitration as a formal grievance, or referred to the local grievance procedure in accordance with this section.

b. Not Adjudicative

It is clearly understood that the Committee is not adjudicative in nature. Unless otherwise agreed to by the parties, decisions of the committee are without prejudice or precedent.

**C4.6 Role of the Central Parties and Crown**

a. The central parties shall each have the following rights:

- i. To file a dispute with the Committee.
- ii. To file a dispute as a grievance with the Committee.
- iii. To engage in settlement discussions, and to mutually settle a dispute or grievance.
- iv. To withdraw a dispute or grievance it filed.
- v. To mutually agree to refer a dispute or grievance to the local grievance procedure.
- vi. To refer a grievance it filed to final and binding arbitration.
- vii. To mutually agree to voluntary mediation.

b. The Crown shall have the following rights:

- i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.
- ii. To participate in any matter referred to arbitration.
- iii. To participate in voluntary mediation.

**C4.7 Referral of Disputes**

- a. Either central party must refer a dispute to the Committee for discussion and review

**C4.8 Carriage Rights**

- a. The parties to settlement discussions shall be the central parties. The Crown may participate in settlement discussions.

#### **C4.9 Responsibility to Communicate**

- a. It shall be the responsibility of a central party to refer a dispute to the Committee, or to arbitration, in a timely manner.
- b. It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the CDRP, including mediation and arbitration, and to direct them accordingly.

#### **C4.10 Language of Proceedings**

- a. Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.
- b. Where such a dispute is filed:
  - i. The decision of the committee shall be available in both French and English.
  - ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.
- c. Arbitration decisions and settlements that may have an impact on French language school boards shall be translated accordingly.

#### **C4.11 Definition of Dispute**

- a. A dispute can include:
  - i. A matter in dispute between the central parties respecting the interpretation, application, administration, alleged violation, or arbitrability of central terms in the agreement.

#### **C4.12 Notice of Disputes**

Notice of the dispute will be submitted on the form provided in Appendix A and sent to the responding party, in order to provide an opportunity to respond. The Crown shall be provided with a copy.

- a. Notice of the dispute shall include the following:
  - i. Any central provision of the collective agreement alleged to have been violated.
  - ii. The provision of any statute, regulation, policy, guideline, or directive at issue.

- iii. A comprehensive statement of any relevant facts.
- iv. The remedy requested.

#### **C4.13 Referral to the Committee**

- a. A central party that has a dispute regarding the interpretation, application, administration, alleged violation, or arbitrability of a central term, shall refer it forthwith to the Committee by notice of dispute to the co-chair of the other central party, with a copy to the Crown, but in no case later than thirty (30) working days after becoming aware of the dispute. Where the responding party wishes to provide a written response prior to the committee meeting, that response shall be forwarded to the other Central party and the Crown.
- b. The Committee shall conduct a review of the dispute. The Committee will meet to review the dispute within twenty (20) working days or at the next scheduled meeting of the Committee.
- c. If the dispute is not settled or withdrawn, within twenty (20) working days of the Committee meeting, the central party submitting the dispute may:
  - i. Continue informal discussions; or
  - ii. Refer the dispute back to the local grievance procedure
- d. If the dispute remains unresolved for longer than sixty (60) working days the dispute may be referred as a grievance. Once referred as a grievance the parties may:
  - i. Refer the grievance to Voluntary Mediation or Expedited Mediation
  - ii. Refer the grievance to Arbitration.

#### **C4.14 Timelines**

- a. Timelines may be extended by mutual consent of the parties.
- b. Working days shall be defined as Monday through Friday excluding statutory holidays.
- c. Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.
- d. Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

#### **C4.15 Voluntary Mediation /Expedited Meditation**

- a. The central parties may, on mutual agreement, request the assistance of a mediator.

- b. Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.
- c. Timelines shall be held in abeyance from the time of referral to mediation until the completion of the mediation process. The referral of a grievance to mediation is without prejudice to either parties' position on jurisdictional matters, including timeliness.
- d. The Parties agree to refer any mediation to agreed-upon mediator(s). In selecting a mediator, the parties shall have regard to reasonable availability, sector knowledge, and linguistic competence.
- e. Following ratification, the parties shall contact mediator(s) to establish three dates for mediation. Dates shall be scheduled in consultation with the parties. One of the expedited mediation sessions shall be conducted in French and two of the expedited mediation sessions shall be conducted in English every school year of the agreement unless agreed otherwise by the parties.
- f. It is understood that the resolution of any grievance under the mediation process shall be without prejudice and shall not be raised or relied upon by either party or the Crown in any future proceeding, except for enforcement purposes.
- g. The parties may jointly set down up to 5 (five) grievances for each review.
- h. The mediator shall have the authority to assist the parties in a mediated resolution to the grievance.
- i. Each party shall prepare a mediation brief to assist the mediator, which shall include the following:
  - A short description of the grievance.
  - A statement of relevant facts.
  - A list of any relevant provisions of the collective agreement.
  - Any relevant documentation.
- j. The description of the grievance and the relevant facts shall not be typically longer than two pages.
- k. The party raising the grievance shall provide the opposing party (and the Crown, where applicable) with a complete brief no later than thirty (30) days prior to the scheduled review.
- l. The responding party shall provide their brief no later than five (5) days prior to the scheduled review.
- m. The Crown may provide a brief no later than two (2) days prior to the review.
- n. Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

#### **C4.16 Arbitration**

- a. Arbitration shall be by a single arbitrator.
- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, “Written Briefs”, “Will Say Statements” “Agreed Statement of Facts” and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #7. Arbitrators on the list will be used in rotation, based on availability. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d. The Parties shall select an arbitrator from the list to subject to their availability to hear the matter within eighteen (18) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within eighteen (18) months the parties shall appoint a mutually agreed to arbitrator who is available within eighteen (18) months.
- e. The central parties may refer multiple grievances to a single arbitrator.
- f. The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g. This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

#### **C5.00 BENEFITS**

The parties have agreed to participate in the Provincial Benefit Trust set out in the CUPE Education Workers Benefit Trust Agreement and Declaration of Trust “CUPE EWBT” established February 28, 2018. The date on which the board and the bargaining unit commenced participation in the Trust shall be referred to herein as the "Participation Date".

The parties agree that, once all employees to whom this memorandum of settlement applies transition to the CUPE EWBT, all references to existing life, health and dental benefits plans in the applicable local collective agreement shall be removed from that local agreement.

Consistent with section 144.1 of the Income Tax Act (Canada) (“ITA”) Boards’ benefit plans can only be moved into the Trust, such that the Trust will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT.

Post Participation Date, the following shall apply:

##### **C5.1 Eligibility and Coverage**

- a) The Trust will maintain eligibility for CUPE represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of applicable collective agreement ("CUPE represented employees").
- b) The Trust is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board.
- c) Retirees who were previously represented by CUPE, who were, and still are members of a Board benefit plan as at the participation date are eligible to receive benefits through the CUPE EWBT based on prior arrangements with the Board.
- d) No individuals who retire after the Participation Date are eligible.

## **C5.2 Funding**

Funding related to the CUPE EWBT will be based on the following:

- a) Funding amounts:
  - September 1, 2022: increase of 1% (\$5,712.00 per FTE)
  - September 1, 2023: increase of 1% (\$5,769.12 per FTE)
  - September 1, 2024: increase of 1% ( \$5,826.82 per FTE)
  - September 1, 2025: increase of 1% (\$5,885.08 per FTE)
  - August 31, 2026: increase of 4% (\$6,120.48 per FTE)

## **C5.3 Cost Sharing**

The terms and conditions conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

Any cost sharing or funding arrangements regarding the EI rebate will remain status quo.

## **C5.4 Full-Time Equivalent (FTE) and Employer Contributions**

- a) The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- b) For the purposes of (a) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c) Amounts previously paid under (a) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- d) In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.

**C5.5 Payment in Lieu of Benefits**

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.
- b) New hires after the Participation Date who are eligible for benefits from the CUPE EWBT are not eligible for pay in lieu of benefits.

**C5.6 Benefits Committee**

- a) A benefits committee comprised of the employee representatives, the employer representatives, including the Crown, and Trust Representatives will meet to address all matters that may arise in the operation of the Trust. This committee is currently known as “TRAC 3”.

**C5.7 Privacy**

- a) The Parties agree to inform the Trust Plan Administrator, that in accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator’s policy shall also be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

**C6.00 SICK LEAVE**

**C6.1 Sick Leave/Short Term Leave and Disability Plan**

**Definitions:**

The definitions below shall be exclusively used for this article.

“**Full year**” refers to the ordinary period of employment for the position.

“**Permanent Employees**” – means all employees who are not casual employees, or employees working in a long-term supply assignment, as defined below.

“**Long Term Supply Assignment**” means, in relation to an employee,

- i. a long-term supply assignment within the meaning of the local collective agreement, or

- ii. where no such definition exists, a long-term supply assignment will be defined as twelve (12) days of continuous employment in one assignment.

**“Casual Employees”** means,

- i. A casual employee within the meaning of the local collective agreement,
- ii. If clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
- iii. If clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work.

Notwithstanding the above, an employee working in a Long-Term Supply Assignment shall not be considered a casual employee for purposes of sick leave entitlement under this article while working in the assignment.

**“Fiscal Year”** means September 1 to August 31.

**“Wages”** is defined as the amount of money the employee would have otherwise received over a period of absence, excluding overtime.

**a) Sick Leave Benefit Plan**

The Board will provide a Sick Leave Benefit Plan which will provide sick leave days and short-term disability coverage to provide protection against loss of income when ill or injured as defined below. An employee, other than a casual employee as defined above, is eligible for benefits under this article.

Sick leave days may be used for reasons of personal illness, personal injury, personal medical appointments, or personal dental emergencies only. Appointments shall be scheduled outside of working hours, where possible.

Employees receiving benefits under the *Workplace Safety and Insurance Act*, or under an LTD plan, are not entitled to benefits under a school board’s sick leave and short-term disability plan for the same condition.

**b) Sick Leave Days Payable at 100% Wages**

**Permanent Employees**

Subject to paragraphs d), e) and f) below, Employees will be allocated eleven (11) sick days payable at one hundred percent (100%) of wages on the first day of each fiscal year, or the first day of employment.

**Employees on Long-Term Supply Assignments**

Subject to paragraph d) below, Employees completing a full-year long-term supply assignment shall be allocated eleven (11) sick days payable at one hundred percent (100%) of wages at the start of the assignment. An employee completing a long-term supply assignment that is less than a full year will be allocated eleven (11) sick days payable at one hundred percent (100%) reduced to reflect the proportion the long-term supply assignment bears to the length of the regular work year for the position.

**c) Short Term Disability Coverage – Days Payable at 90% Wages**

**Permanent Employees**

Subject to paragraphs d), e) and f) below, permanent Employees will be allocated one hundred and twenty (120) short-term disability days at the start of each fiscal year or the first day of

employment. Permanent Employees eligible to access short-term disability coverage shall receive payment equivalent to ninety percent (90%) of regular wages.

### **Employees on Long-Term Supply Assignments**

Subject to paragraph d) below, Employees completing a full year long-term supply assignment shall be allocated one hundred and twenty (120) short-term disability days payable at ninety percent (90%) of wages at the start of the assignment.

An employee completing a long-term supply assignment that is less than a full year will be allocated one hundred and twenty (120) short-term disability days payable at ninety percent (90%) of wages reduced to reflect the proportion the long term supply assignment bears to the length of the regular work year for the position.

### **d) Eligibility and Allocation**

A sick leave day/short term disability leave day will be allocated and paid in accordance with current local practice.

Any changes to hours of work during a fiscal year shall result in an adjustment to the allocation.

### **Permanent Employees**

The allocations outlined in paragraphs b) and c) above will be provided on the first day of each fiscal year, or the first day of employment, subject to the exceptions below:

Where a permanent Employee is accessing sick leave and/or the short-term disability plan in a fiscal year and the absence continues into the following fiscal year for the same medical condition, the permanent Employee will continue to access any unused sick leave days or short-term disability days from the previous fiscal year's allocation.

A new allocation will not be provided to the permanent Employee until s/he has returned to work and completed eleven (11) consecutive working days at their regular working hours. The permanent Employee's new sick leave allocation will be eleven (11) sick leave days payable at 100% wages. The permanent Employee will also be allocated one hundred and twenty (120) short-term disability leave days based on the provisions outlined in c) above reduced by any paid sick days already taken in the current fiscal year.

If a permanent Employee is absent on his/her last regularly scheduled work day and the first regularly scheduled work day of the following year for unrelated reasons, the allocation outlined above will be provided on the first day of the fiscal year, provided the employee submits medical documentation to support the absence, in accordance with paragraph (h).

### **Employees on Long-Term Supply Assignments**

Employees completing long term supply assignments may only access sick leave and short-term disability leave in the fiscal year in which the allocation was provided. Any remaining allocation may be used in subsequent long-term supply assignments, provided these occur within the same fiscal year.

Employees employed in a long-term supply assignment which is less than the ordinary period of employment for the position shall have their sick leave and short-term disability allocations pro-rated accordingly.

Where the length of the long-term supply assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/short-term disability leave to occur. If a change is made to the length of the assignment, an adjustment will be made to the allocation and applied retroactively.

**e) Refresh Provision for Permanent Employees**

Permanent Employees returning from LTD or workplace insurance leave to resume their regular working hours must complete eleven (11) consecutive working days at their regular working hours to receive a new allocation of sick/short-term disability leave. If the Employee has a recurrence of the same illness or injury, s/he is required to apply to reopen the previous LTD or WSIB claim, as applicable.

The Local union and Local school board agree to continue to cooperate in the implementation and administration of early intervention and safe return to work processes as a component of the Short-Term Leave and Long Term Disability Plans.

In the event the Employee exhausts his/her sick/short-term disability leave allocation from the previous year and continues to work part-time, their salary will be reduced accordingly and a pro-rated sick/short-term allocation for the employee's working portion of the current year will be provided. The new pro-rated sick/short-term leave allocation may not be used to top-up from part-time to full-time hours. Any changes to hours of work during a fiscal year shall result in an adjustment to the allocation.

For the purposes of d) and e) of this article, eleven (11) consecutive working days of employment shall not include a period of leave for a medical appointment, which is related to the illness/injury that had been the reason for the employee's previous absence, but days worked before and after such leave shall be considered consecutive. It shall be the employee's obligation to provide medical confirmation that the appointment was related to the illness/injury.

**f) WSIB & LTD**

An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under an LTD plan, is not entitled to benefits under a school board's sick leave and short-term disability plan for the same condition unless the employee is on a graduated return to work program then WSIB/LTD remains the first payor.

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school

board shall deal with the absence consistent with the terms of the sick leave and short-term leave and disability plans.

#### **g) Graduated Return to Work**

Where an Employee is not receiving benefits from another source and is working less than his/her regular working hours in the course of a graduated return-to-work as the Employee recovers from an illness or injury, the Employee may use any unused sick/short term disability allocation remaining, if any, for the portion of the day where the Employee is unable to work due to illness or injury. A partial sick/short term leave day will be deducted for an absence of a partial day in the same proportion as the duration of the absence is to an employee's regular hours.

Where an employee returns on a graduated return to work from a WSIB/LTD claim, and is working less than his/her regular hours, WSIB and LTD will be used to top up the employee's wages, as approved and if applicable.

Where an employee returns on a graduated return to work from an illness which commenced in the previous fiscal year,

- and is not receiving benefits from another source;
- and is working less than his/her regular hours of work;
- and has sick leave days and/or short-term disability days remaining from the previous year

The employee can access those remaining days to top up their wages proportional to the hours not worked.

Where an employee returns on a graduated return to work from an illness which commenced in the previous fiscal year,

- and is not receiving benefits from another source,
- and is working less than his/her regular hours of work,
- and has no sick leave days and/ or short-term disability days remaining from the previous year,

the employee will receive 11 days of sick leave paid at 100% of the new reduced working hours. When the employee's hours of work increase during the graduated return to work, the employee's sick leave will be adjusted in accordance with the new schedule. In accordance with paragraph c), the Employee will also be allocated one hundred and twenty (120) short-term disability days payable at ninety percent (90%) of regular salary proportional to the hours scheduled to work under the graduated return to work. The new pro-rated sick/short-term leave allocation may not be used to top-up from part-time to full-time hours.

#### **h) Proof of Illness**

##### **Sick Leave Days Payable at 100%**

A Board may request medical confirmation of illness or injury and any restrictions or limitations any Employee may have, confirming the dates of absence and the reason thereof (omitting a diagnosis). Medical confirmation is to be provided by the Employee for absences of five (5)

consecutive working days or longer. The medical confirmation may be required to be provided on the form contained in Appendix C.

### **Short-Term Disability Leave**

In order to access short-term disability leave, medical confirmation may be requested and shall be provided on the form attached as Appendix "C" to this Agreement.

In either instance where an Employee does not provide medical confirmation as requested, or otherwise declines to participate and/or cooperate in the administration of the Sick Leave Plan, access to compensation may be suspended or denied. Before access to compensation is denied, discussion will occur between the union and the school board. Compensation will not be denied for the sole reason that the medical practitioner refuses to provide the required medical information. A school board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury of the Board's choice at the Board's expense.

In cases where the Employee's failure to cooperate is the result of a medical condition, the Board shall consider those extenuating circumstances in arriving at a decision.

#### **i) Notification of Sick Leave Days**

The Board shall notify employees and the Bargaining Unit, when they have exhausted their 11 days allocation of sick leave at 100% of salary.

#### **j) Pension Contributions While on Short Term Disability**

##### **Contributions for OMERS Plan Members:**

When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OMERS contributions based on 100% of the employee/plan member's regular pay.

##### **Contributions for OTPP Plan Members:**

- i. When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long-Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short-term sick leave provision and qualification for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

#### **k) Top-up Provisions**

Employees accessing short-term disability leave as set out in paragraph c) will have access to any unused sick leave days from their last fiscal year worked for the purpose of topping up wages to one hundred percent (100%) under the short-term disability leave.

This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent fiscal year worked.

Each top-up to 100% from 90 to 100% requires the corresponding fraction of a day available for top-up.

In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short-Term Paid Leave Days/Miscellaneous Personal Leave Days in the current year. These days can be used to top-up salary under the short-term disability leave.

When employees use any part of a short-term disability leave day they may access their top up bank to top up their salary to 100%.

#### **I) Sick Leave to Establish EI Maternity Benefits**

If the Employee will be able to establish a new EI Maternity Benefit claim in the six weeks immediately following the birth of her child through access to sick leave at 100% of her regular salary, she shall be eligible for up to six weeks leave at 100% of her regular salary without deduction from the sick days or short-term disability leave days (remainder of six weeks topped-up as SEB).

### **C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

#### **C7.1 Preamble**

The Council of Trustees' Associations (CTA) and the Canadian Union of Public Employees (CUPE) agree to establish a joint Central Labour Relations Committee (Committee) to promote and facilitate communication between rounds of bargaining on issues of joint interest.

#### **C7.2 Membership**

The Committee shall include four (4) representatives from CUPE/SCFP and four (4) representatives from the CTA. The parties may mutually agree to invite the Crown and/or other persons to attend meetings in order to provide support and resources as required.

#### **C7.3 Co-Chair Selection**

CUPE/SCFP and CTA representatives will each select one co-chair. The two Co-Chairs will govern the group's agendas, work and meetings.

#### **C7.4 Meetings**

The Committee will meet within sixty (60) calendar days of the ratification of the central terms of the collective agreement. The Committee shall meet on agreed upon dates three (3) times in each school year, or more often as mutually agreed.

### **C7.5 Agenda and Minutes**

- a) Agendas of reasonable length detailing issues in a clear and concise fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.
- b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

### **C7.6 Without Prejudice or Precedent**

The parties to the Committee agree that any discussion at the Committee will be on a without-prejudice and without-precedent basis, unless agreed otherwise.

### **C7.7 Cost of Labour Relations Meetings**

The parties agree that efforts will be made to minimize costs related to the committee.

## **C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES**

CUPE/SCFP appointees to Provincial Committees will not have their participation charged against local collective agreement union release time or days.

## **C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS**

Where an employee is required through clear direction by the board to attend work outside of regular working hours, the provisions of the local collective agreement regarding hours of work and compensation, including any relevant overtime/lieu time provisions, shall apply.

Required attendance outside of regular working hours may include, but is not limited to school staff meetings, parent/teacher interviews, curriculum nights, Individual Education Plan and Identification Placement Review Committee meetings, and consultations with board professional staff.

## **C10.00 CASUAL SENIORITY EMPLOYEE LIST**

On or before September 1, 2016, school boards shall establish a seniority list for casual/temporary employees, where a list does not currently exist. This will be a separate list from permanent employees and shall have as its sole purpose to track length of service with the Board. Further, the list shall have no other force or effect on local collective agreements other than those that may already exist for casual/temporary employees in the 2008-12 local collective agreement.

## **C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING**

### **Negotiations Committee**

At all central bargaining meetings with the Employer representatives the union will be represented by the OSBCU negotiations committee.

The union will be consulted prior to the tendering process for the broader central bargaining location. The tendering process shall be conducted in accordance with the OPS Procurement Directive.

## **C12.00 STATUTORY LEAVES OF ABSENCE/SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB)**

### **C12.1 Family Medical Leave or Critical Illness Leave**

- a) Family Medical Leave or Critical Illness leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short-term disability plan.

### **Supplemental Employment Benefits (SEB)**

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

## **C13.00 MERGER, AMALGAMATION OR INTEGRATION**

The parties (OSBCU and the CTA) agree to meet within 30 days (or another mutually agreed time) of receiving written notice of a decision to fully or partially merge, amalgamate or integrate a school

board or authority. The Crown shall receive an invitation to participate in the meeting. The parties agree to discuss the impact to the affected school board or authority of the merger, amalgamation or integration, including possible redeployment strategies.

#### **C14.00 SPECIALIZED JOB CLASSES**

The following language applies to a particular position that requires post-secondary training, licensing, and is not funded on a provincial grid. It also includes a position in the information technology sector requiring specialized skills.

Where a school board determines that an evaluation is necessary, and where the compensation package for the position is determined to be below the local market value outside of the education sector, as evidenced by a local market value assessment, the applicable school board may adjust the base wage or salary rate for the position following a discussion between the local Parties.

#### **C15.00 PROFESSIONAL ACTIVITY DAYS**

The parties agree that if the Ministry of Education declares a change in the number of PA Days the following shall apply:

The parties agree that there will be no loss of pay for CUPE members (excluding casual employees) as a result of the change in the number of PA Days determined by the Ministry of Education. The scheduling of PA days shall not change the number of paid days for the work year as per the Collective Agreement.

**APPENDIX A**

<b>Name of Board where Dispute Originated:</b>	
<b>CUPE Local &amp; Bargaining Unit Description:</b>	
<b>Policy</b>	<b>Group Individual Grievor's Name (if applicable):</b>
<b>Date Notice Provided to Local School Board/CUPE Local:</b>	
<b>Central Provision(s) Violated:</b>	
<b>Statute/Regulation/Policy/Guideline/Directive at issue (if any):</b>	
<b>Comprehensive Statement of Facts (attach additional pages if necessary):</b>	
<b>Remedy Requested:</b>	
<b>Date:</b>	<b>Signature:</b>
<b>Committee Discussion Date:</b>	<b>Central File #:</b>
<b>Withdrawn Resolved Referred to Arbitration</b>	
<b>Date:</b>	<b>Co-Chair Signatures:</b>
<b>This form must be forwarded to the Central Dispute Resolution Committee Co-Chairs no later than 30 working days after becoming aware of the dispute.</b>	

## APPENDIX B

### Sick Leave Credit-Based Retirement Gratuities (where applicable)

- 1) An Employee is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.
- 2) If the Employee is eligible to receive a sick leave credit gratuity, upon the Employee's retirement, the gratuity shall be paid out at the lesser of,
  - a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Employee on August 31, 2012; and
  - b) the Employee's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out upon death consistent with the rate in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and except where there are grievances pending, the Employer and union agree that any and all wind-up payments to which Employees without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following board, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Employee have 10 years of service with the board:
  - i. Near North District School Board
  - ii. Hamilton-Wentworth District School Board
  - iii. Huron Perth Catholic District School Board
  - iv. Peterborough Victoria Northumberland and Clarington Catholic District School Board
  - v. Hamilton-Wentworth Catholic District School Board
  - vi. Waterloo Catholic District School Board
  - vii. Limestone District School Board
  - viii. Conseil scolaire catholique MonAvenir
  - ix. Conseil scolaire Viamonde

### Other Retirement Gratuities

An employee is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

**APPENDIX C - Medical Certificate**

**PART 1**

The Board may request this medical confirmation in accordance with Article C6.1 h)

Part 2 of this form is to provide the Employer with information to assess whether the employee is able to perform the essential duties of their position and to understand restrictions and/or limitations to assess workplace accommodation if necessary.

Part 2 need only be completed for a return to work that requires an accommodation

<p>I, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p>_____ dd _____ mm _____ vvvv</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ vvvv</p> <p>Signature _____ Date _____</p> <p><b>Employee ID:</b></p>	<p><b>Dear Health Care Professional,</b> please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible.</p> <p><u>Please return the completed form to the attention of:</u></p>
<p><b>Employee</b></p> <p><b>Address:</b></p>	<p><b>Telephone No:</b></p> <p><b>Work Location:</b></p>

**Health Care Professional: The following information should be completed by the Health Care Professional**

First Day of Absence:

General Nature of Illness\* (*please do not include diagnosis*):

Date of Assessment:  
**dd mm yyyy**

No limitations and/or restrictions

Return to work date: **dd mm yyyy**

**For limitations and restrictions, please complete Part 2.**

**Health Care Professional, please complete the confirmation and attestation in Part 3**

**PART 2 – Physical and/or Cognitive Abilities**

**Health Care Professional to complete. Please outline your patient’s abilities and/or restrictions based on your objective medical findings. (*please complete all that is applicable*)**

**PHYSICAL (if applicable)**

**Walking:**

- Full Abilities
- Up to 100 metres
- 100 - 200 metres
- Other (*specify*):

**Standing:**

- Full Abilities
- Up to 15 minutes
- 15 - 30 minutes
- Other (*specify*):

**Sitting:**

- Full Abilities
- Up to 30 minutes
- 30 minutes - 1 hour
- Other (*specify*):

**Lifting from floor to waist:**

- Full Abilities
- Up to 5 kilograms
- 5 - 10 kilograms
- Other (*specify*):

<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>specify</i> ):	<b>Stair Climbing:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other ( <i>specify</i> ):	<input type="checkbox"/> <b>Use of hand(s):</b> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>Left Hand</b>  <input type="checkbox"/> Gripping  <input type="checkbox"/> Pinching  <input type="checkbox"/> Other (<i>specify</i>):         </td> <td style="width: 50%; vertical-align: top;"> <b>Right Hand</b>  <input type="checkbox"/> Gripping  <input type="checkbox"/> Pinching  <input type="checkbox"/> Other (<i>specify</i>):         </td> </tr> </table>			<b>Left Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other ( <i>specify</i> ):	<b>Right Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other ( <i>specify</i> ):
<b>Left Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other ( <i>specify</i> ):	<b>Right Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other ( <i>specify</i> ):					
<input type="checkbox"/> <b>Bending/twisting</b>  repetitive movement of  ( <i>please specify</i> ):	<input type="checkbox"/> <b>Work at or above shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b>  Ability to use public transit <hr/> Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>COGNITIVE (if applicable)</b>						
<b>Attention and Concentration:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision-Making/Supervision:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:			
<b>Ability to Organize:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:			

Please identify the assessment tool(s) used to determine the above abilities (*Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.*).

Additional comments on **Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:**

**Health Care Professional: The following information should be completed by the Health Care Professional**

From the date of this assessment, the above will apply for approximately:

- 1-2 days    3-7 days    8-14 days  
 15 + days    Permanent

Have you discussed return to work with your patient?

- Yes    No

Recommendations for work hours and start date (if applicable):

- Regular full time hours    Modified hours  
 Graduated hours

Start Date:                      **dd**   **mm**   **yyyy**

Is the patient on an active treatment plan?:    Yes                       No

Has a referral to another Health Care Professional been made?

Yes (optional - please specify): \_\_\_\_\_                       No

If a referral has been made, will you continue to be the patient's primary Health Care Provider?

Yes                       No

Please check one:

- Patient is capable of returning to work with no restrictions.
- Patient is capable of returning to work with restrictions. **(Complete Part 2)**
- I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.

Recommended date of next appointment to review Abilities and/or Restrictions:                      dd        mm        yyyy

**PART 3 – Confirmation and Attestation**

**Health Care Professional: The following information should be completed by the Health Care Professional**

I confirm all of the information provided in this attestation is accurate and complete:                     

**Completing Health Care Professional Name:**  
**(Please Print)**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Telephone Number:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

\* “General Nature of Illness” (or injury) suggests a general statement of a person’s illness or injury in plain language without any technical medical details, including diagnosis. Although revealing the nature of an illness may suggest the diagnosis, it will not necessarily do so. “Nature of illness” and “diagnosis” are not congruent terms. For example, a statement that a person has a cardiac or abdominal condition or that s/he has undergone surgery in that respect reveals the essence of the situation without revealing a diagnosis.

Additional or follow up information may be requested as appropriate.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**The Canadian Union of Public Employees  
(Hereinafter 'CUPE')**

**AND**

**The Council of Trustees' Associations  
(Hereinafter the 'CTA/CAE')**

**Re: Status Quo Central Items**

The parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions shall remain status quo. For further clarity, if language exists in part B, the following items are to be retained as written in the 2019-2022 collective agreements. The issues listed below shall not be subject to local bargaining or to amendment by the local parties.

**Issues:**

- Paid Vacations
- Work week (excluding scheduling)
- Work year (excluding scheduling)
- Hours of Work (excluding scheduling)
- Preparation Time
- Staffing levels (including staffing levels related to permits and leases and replacement staffing)
- Allowances/Premiums
- OMERS
- LTD

## LETTER OF UNDERSTANDING #2

### BETWEEN

**The Canadian Union of Public Employees  
(Hereinafter 'CUPE')**

### AND

**The Council of Trustees' Associations  
(Hereinafter the 'CTA/CAE')**

#### **Re: Status Quo Central Items and Items Requiring Amendment and Incorporation**

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo or are altered as outlined below. The following language must, however, be aligned with current local provisions. The following issues are not subject to local bargaining or amendment by the local parties. Any disputes arising from these provisions may form the subject of a central dispute.

#### **PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB – EI WAITING PERIOD**

The parties agree that the issue of the statutory amendment to the *Employment Insurance Act* resulting in a reduction of the employment insurance waiting period has been addressed at the central table and the intent of any existing local collective agreement provisions shall remain status quo. Therefore, where a school board's local collective agreement language references a two-week waiting period and required payment for the two-week waiting period, the board shall ensure that the funds payable from the board to a permanent employee taking an approved leave of 12 months or greater, shall reflect the full sum that would have been payable prior to the reduction of the waiting period.

Provisions with regard to waiting periods and/or payments during such waiting periods shall not be subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein and to accord with the relevant statutory change that reduced the waiting period to one week.

#### **STATUTORY/PUBLIC HOLIDAYS**

School boards shall ensure that within their local collective agreement terms, Family Day is included as a statutory/public holiday.

#### **WSIB TOP-UP**

If a class of employee was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties who have not yet do so must incorporate those same provisions without

deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) month shall be included in the 2019-2022 collective agreement.

**For parties who have yet to incorporate or aligned local language into the 2014-2017 collective agreement, the following shall apply:**

### **Common Central Provisions**

#### **Maternity Benefits/SEB Plan**

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive \*100% salary through a Supplemental Employment Benefit (SEB) plan for a total of \*eight (8) weeks (\*or insert local superior provision reflecting status quo) immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- e) Employees completing a long-term supply assignment of 6 months or more shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) Employees not defined above have no entitlement to the benefits outlined in this article.

#### **SHORT-TERM PAID LEAVES**

The parties agree that the issue of short-term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5

days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

Short-term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

Provisions with regard to short-term paid leaves shall not subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein.

### **RETIREMENT GRATUITIES**

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix B - Retirement Gratuities.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. Employees are not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day. The following language applies only to those employees eligible for the gratuity above.”

### **SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD**

Boards which have Long-Term Disability waiting periods greater than 131 days shall ensure there is language that accords with the following entitlement:

An Employee who has applied for long-term disability is eligible for additional short-term disability leave days up to the maximum difference between the long-term disability waiting period and 131 days. The additional days shall be payable at 90% and shall be used only to bridge the employee to the long-term disability waiting period if, under a collective agreement in effect on August 31, 2012, the employee was required to wait more than 131 days before being eligible for benefits under a long-term disability plan and the collective agreement did not allow the employee the option of reducing that waiting period.

## LETTER OF UNDERSTANDING #3

### BETWEEN

**The Canadian Union of Public Employees  
(Hereinafter 'CUPE')**

### AND

**The Council of Trustees' Associations  
(Hereinafter the 'CTA/CAE')**

### **Re: Job Security: Protected Complement**

The parties acknowledge that education workers contribute in a significant way to student achievement and well-being.

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
  - a. A catastrophic or unforeseeable event or circumstance;
  - b. Declining enrolment;
  - c. Funding reductions directly related to services provided by bargaining unit members; or
  - d. School closure and/or school consolidation.
2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
  - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
  - b. In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
  - c. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).

Local collective agreement language will be respected, regarding notification to the union of complement reduction. In the case where there is no local language the board will notify the union within twenty (20) working days of determining there is to be a complement reduction.

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:
  - a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this

consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.

- b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Once the FTE number has been established in accordance with paragraph 3, above, the local parties shall jointly report the number to the Central Labour Relations Committee.
5. Notwithstanding the provisions of the School Boards Collective Bargaining Act (SBCBA) requiring the ratification of both local and central terms for a collective agreement to be effective, the parties agree that CUPE locals and School Boards will meet within 30 days of ratification of the central agreement to establish and maintain the protected complement.
6. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
  - a. priority for available temporary, casual and/or occasional assignments;
  - b. the establishment of a permanent supply pool where feasible;
  - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
7. The above language does not allow trade-offs between the classifications outlined below:
  - a. Educational Assistants
  - b. DECEs
  - c. Secretaries
  - d. Custodians
  - e. Cleaners
  - f. Information Technology Staff
  - g. Library Technicians
  - h. Instructors
  - i. Supervisors
  - j. Central Administration
  - k. Professionals
  - l. Maintenance/Trades
8. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
9. This Letter of Understanding expires on August 30, 2026.

## LETTER OF UNDERSTANDING #4

BETWEEN

The Canadian Union of Public Employees  
(Hereinafter 'CUPE')

AND

The Council of Trustees' Associations  
(Hereinafter the 'CTA/CAE')

AND

The Crown

**Re: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference**

### **PREAMBLE:**

The parties recognize the importance of embracing diversity and moving beyond tolerance and celebration to inclusivity and respect in our workplaces. Organizations are strengthened when employers can draw upon a broad range of talents, skills, and perspectives. The parties further recognize that a diverse and inclusive workforce may contribute to student success.

### **I. MANDATE OF THE COMMITTEE**

The mandate of the Education Worker Diverse and Inclusive Workforce Committee is to jointly explore and identify best practices that support diversity, equity, inclusion and to foster diverse and inclusive workforces reflective of Ontario's diverse communities.

### **II. DELIVERABLES**

The committee will identify existing recruitment, retention and promotion strategies that aim to eliminate barriers for individuals who identify as members of historically underrepresented groups. In addition, the committee will review training and education programs that support the creation of positive, equitable and inclusive workplaces, and foster diverse and inclusive workforces.

Once jointly identified, materials and resources may be shared with school boards and CUPE locals.

### **III. MEMBERSHIP**

The Committee shall include nine (9) members - five (5) representatives from CUPE/SCFP and four (4) representatives from the CTA. Up to two (2) advisors from the Ministry of Education shall act in a resource capacity to the committee. Other persons may attend meetings in order to provide

support and resources as mutually agreed. Up to one (1) representative from each of the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

Should there be interest from other Education Worker tables in creating a comparable committee, the parties shall discuss the creation of a Provincial Education Worker Diverse and Inclusive Workforce Committee. If other comparable Education Worker committees are created, and in the absence of a Provincial Education Worker Diverse Workforce Committee, the parties shall discuss holding joint meetings.

#### **IV. CO-CHAIR SELECTION**

CUPE/SCFP and CTA representatives will each select one co-chair. The two Co-Chairs will govern the group's work and meetings.

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**The Canadian Union of Public Employees  
(Hereinafter 'CUPE')**

**AND**

**The Council of Trustees' Associations  
(Hereinafter the 'CTA/CAE')**

**Re: Sick Leave**

The parties agree that any existing collective agreement provisions with respect to the items listed below, that do not conflict with the clauses in the Sick Leave article in the Central Agreement, shall remain status quo for the term of this collective agreement:

1. Responsibility for payment for medical documents.
2. Sick leave deduction for absences of partial days.

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

**The Canadian Union of Public Employees  
(Hereinafter 'CUPE')**

**AND**

**The Council of Trustees' Associations  
(Hereinafter the 'CTA/CAE')**

**Re: Central Labour Relations Committee**

The parties agree that the Central Labour Relations Committee will discuss the following topics:

- Discussion of pilot project on arbitration
- Sick Leave and Short Term Disability Leave
- Any other issues raised by the parties

The parties agree to schedule no fewer than four (4) meetings per year and that agenda items shall be exchanged one week prior to the meeting.

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

**The Canadian Union of Public Employees  
(Hereinafter 'CUPE')**

**AND**

**The Council of Trustees' Associations  
(hereinafter the 'CTA/CAE')**

**RE: List of Arbitrators**

The following is the list of Agreed-To Arbitrators for the Collective Agreement in effect from September 1, 2022 to August 31, 2026 as referenced in Article C4 of the Central Terms of the Collective Agreement.

English Language:

Christopher Albertyn  
Paula Knopf  
Brian Sheehan  
Jesse Nyman  
Matthew Wilson  
Bernard Fishbein

French Language:

Michelle Flaherty  
Kathleen O'Neil  
Bram Herlich  
Graham Clarke  
Geneviève Debané

The parties agree that bilingual Arbitrators may also be used on English cases.

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

**The Canadian Union of Public Employees  
(Hereinafter 'CUPE')**

**AND**

**The Council of Trustees' Associations  
(Hereinafter the 'CTA/CAE')**

**AND**

**The Crown**

**Re: Children's Mental Health, Special Needs, and Other Initiatives**

The parties acknowledge the ongoing implementation of the children's Mental Health Strategy, the Special Needs Strategy, and other initiatives within the province of Ontario.

The parties further acknowledge the importance of initiatives being implemented within the provincial school system including but not limited to the addition of Mental Health Leads, and the protocol for partnerships with external agencies/service providers.

It is agreed and affirmed that the purpose of the initiatives is to enhance existing mental health and at risk supports to school boards in partnership with existing professional student services support staff and other school personnel. It is not the intention that these enhanced initiatives displace CUPE workers, nor diminish their hours of work.

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

**The Canadian Union of Public Employees  
(Hereinafter 'CUPE')**

**AND**

**The Council of Trustees' Associations  
(Hereinafter the 'CTA/CAE')**

**AND**

**The Crown**

**Re: Provincial Working Group – Health and Safety**

The parties confirm their intent to continue to participate in the Provincial Working Group – Health and Safety in accordance with the Terms of Reference dated November 7, 2018, including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the working group, those practices will be shared with school boards.

**LETTER OF UNDERSTANDING # 10**

**BETWEEN**

**The Canadian Union of Public Employees  
(Hereinafter 'CUPE')**

**AND**

**The Council of Trustees' Associations  
(Hereinafter the 'CTA/CAE')**

**AND**

**The Crown**

**RE: Ministry Initiatives Committee**

The Provincial Committee on Ministry Initiatives provides advice to the Ministry of Education, on new or existing ministry initiatives/strategies to support improvement to achievement and well-being of all learners. The Crown may convene a meeting of this committee to discuss such initiatives.

CUPE-OSBCU will be an active participant in the consultation process at the Ministry Initiatives Committee.

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

**The Canadian Union of Public Employees  
(Hereinafter 'CUPE')**

**AND**

**The Council of Trustees' Associations  
(Hereinafter the 'CTA/CAE')**

**AND**

**The Crown**

**RE: Bereavement Leave**

1. The parties agree that the issue of bereavement leave has been addressed at the central table.
2. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of less than three (3) days, local parties shall insert the following into the local (Part B) collective agreement, with such language replacing existing language in its entirety:

Permanent Employees shall be provided with three (3) consecutive regularly scheduled work days' bereavement leave without loss of salary or wages immediately upon the death of or to attend a funeral for an employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, or child's spouse.

3. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of three (3) days or more, there shall be no change to such language and this Letter of Understanding shall not apply.
4. Permanent Employees shall be as defined in local collective agreement terms, or if no such definition exists in a particular collective agreement, as defined in C6.
5. For clarity, while the specific provisions above (including the number of bereavement leave days and eligibility criteria) are not subject to local bargaining or amendment by the local parties, the local parties shall be permitted to negotiate, as a local matter, the administration terms associated with bereavement leave.

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

**The Canadian Union of Public Employees  
(Hereinafter 'CUPE')**

**AND**

**The Council of Trustees' Associations  
(Hereinafter the 'CTA/CAE')**

**AND**

**The Crown**

**RE: Short Term Paid Leave**

1. The parties agree that the issue of short term paid leave has been addressed at the central table and will remain status quo with the exception of the following.
2. Local parties shall ensure that within their local (Part B) collective agreement terms, existing language with respect to short term paid leave shall be amended to allow Indigenous employees to use existing short term paid leave for purposes of:
  - a. Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and
  - b. Attendance at Indigenous cultural/ceremonial events.
3. For clarity, provisions with regard to the number of days of short term paid leave shall not be subject to local bargaining or amendment by local parties and remain status quo at a maximum of five (5) days per school year.

**LETTER OF AGREEMENT # 13**

**BETWEEN**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

**and**

**The Canadian Union of Public Employees  
(hereinafter 'CUPE')**

**and**

**The Crown**

**RE: Learning and Services Continuity and Absenteeism Task Force**

The parties and the Crown agree to establish a provincial task force to review data and explore leading practices related to learning and service continuity and absenteeism.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of CUPE and the CTA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating a sector-wide task force. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. explore data and best practices relating to absenteeism initiatives including return to/remain at work practices;
2. gather and review information including but not restricted to the following:
  - a. utilization of the sick leave and short-term disability plans;
  - b. a jurisdictional scan on sick leave and short-term disability plans from the education sector in Canada and other broader public sector employers;
3. report its findings to school boards and local unions.

The task force shall complete its work by August 31, 2025.

## **PART B: LOCAL TERMS**

### **ARTICLE L1 - PURPOSE**

L1.01 The purposes of this Collective Agreement are to:

- establish, promote and facilitate an effective, harmonious and orderly relationship between the parties;
- recognize the mutual value of joint discussions related to all matters pertaining to the working conditions of members of the Bargaining Unit;
- promote morale, well-being and security of all members of the Bargaining Unit;
- define procedures for the prompt and equitable disposition of grievances which arise under the terms of this Agreement;
- encourage efficiency in operation; and,
- set out such terms and conditions of employment for members of the Bargaining Unit as have been agreed upon by the parties.

L1.02 It is understood and agreed that the provisions as set out in this Collective Agreement constitute the entire negotiated Agreement between the parties.

### **ARTICLE L2 - MANAGEMENT RIGHTS**

L2.01 The Union acknowledges that, except as expressly modified by any other article of this Collective Agreement, it is the exclusive right and function of the Employer to:

- (a) maintain order, discipline and efficiency and to make, alter and enforce rules and regulations to be observed by employees, provided such rules and regulations have been posted or otherwise been brought to the attention of Bargaining Unit members;
- (b) hire, assign, classify, evaluate, direct, transfer, promote, demote (including disciplinary demotion), layoff, recall, discipline, suspend or discharge, provided that a claim that a permanent employee has been discharged or disciplined without just cause may be the subject of a grievance and be dealt with as herein provided;
- (c) determine the number of employees to be employed, including the qualifications, duties and responsibilities of the employees, the hours of work, the work year, and work location;
- (d) generally to manage the service and operations in which the Employer is engaged and, without restricting the generality of the foregoing, to retain all residual rights of management to determine, alter and eliminate the number and location of establishments, services and programs, to determine the work to be performed and the scheduling of such work, and the methods and work procedures to be followed.

L2.02 The Parties agree that they will exercise their rights in accordance with the terms and provisions of this Collective Agreement and with the prevailing statutes and regulations of the Province of Ontario.

## **ARTICLE L3 - RECOGNITION**

### **L3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 997 as the sole and exclusive bargaining agent for all maintenance, custodial and Facility Services employees employed by the Trillium Lakelands District School Board, save and except supervisors and persons above the rank of supervisor.

### **L3.02 Non-Discrimination**

The parties agree that there shall be no interference, discrimination, restriction or coercion exercised or practiced by either of the parties or their representatives against any person in regard to employment or terms or conditions of employment because the person exercises rights under this Agreement, or participates in the lawful activities of the Canadian Union of Public Employees or its Local 997.

L3.03 No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without proper authorization of the Union. In order that this may be carried out, the Union will supply the Board with names of employees who are stewards or other officers of the Union. Similarly, the Board will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

L3.04 There will be no solicitation for membership by the Union or by any of its members during an employee's working hours, nor will there be any assembly of employees during such hours for the purpose of conducting meetings related to Union business, without the consent of the Employer or except as hereinafter provided.

## **ARTICLE L4 - STRIKES AND LOCKOUTS**

L4.01 So long as this Agreement continues to operate, there shall be no lockout by the Employer, and the Union will not cause or sanction any employee represented by it to participate in any strike, deliberate slowdown, or interference with work in or about the Board's schools or premises.

L4.02 In the event of any strike, slowdown or interference with work during the terms of this Agreement, the Union and its officers will make every effort to prevail upon the employees so engaged to cease and desist in such activities.

## **ARTICLE L5 - LABOUR, MANAGEMENT RELATIONS**

### **L5.01 Bargaining Committees**

The Bargaining Committees of the parties shall be comprised of not more than five (5) Employer Representatives and not more than five (5) Union Representatives, one of whom shall be the President of CUPE Local 997. The Union and the Employer will advise the other of the names of the representatives. All of the Union representatives, other than the CUPE National Representative (if applicable), shall be permanent employees of the Employer.

- L5.02 The Employer recognizes the right of CUPE and its Local 997 to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Agreement.

Subject to the authority of the Principal or appropriate Superintendent/Manager related to school and Board premises, authorized representatives of the Union shall have reasonable access to Bargaining Unit members, normally outside of working hours, for Union business at all schools and workplaces.

- L5.03 CUPE and its Local 997 recognizes the right of the Employer to authorize its external organization or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Agreement.

## **ARTICLE L6 - UNION SECURITY AND CHECK-OFF OF UNION DUES**

- L6.01 On each pay date on which a member of the Bargaining Unit is paid, the Employer shall deduct from each employee such dues or assessments as are levied by the Union in accordance with its constitution and/or by-laws. The amounts to be deducted shall be determined by the Union, and written notice of the amount(s) or any change(s) thereto shall be forwarded to the Employer at least thirty (30) days prior to the effective date.

- L6.02 Deductions shall be forwarded monthly to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following the month in which the deductions were made. The monthly remittance to the Union shall be accompanied by lists of the names and addresses, phone numbers, work site, job class, FTE status, wages paid for the period and the union dues deducted for all employees from whose wages deductions have been made.

Employees shall be exempt from having union dues deducted while they are on full-time Long Term Disability or while they are in receipt of full-time WSIB benefits for a period of greater than two (2) weeks.

- L6.03 The Union shall indemnify and save the Employer harmless from any and all claims, suits, attachments or any form of liability whatsoever as a result of any dues deductions which have been authorized by the Union.

## **ARTICLE L7 - UNION COMMITTEE AND STEWARDS**

- L7.01 An employee shall not be eligible to act as a member of the Union Bargaining and/or Grievance Committee, or as a Steward, until completion of the probationary period.

- L7.02 The Union acknowledges that Stewards, members of the Union Bargaining and/or Grievance Committee, and such other Union Officers as may be chosen from among the Bargaining Unit membership, have regular duties to perform as employees of the Board, and that such persons will not leave their regular duties for the purpose of presenting or discussing grievances, or for the purpose of conducting any business on behalf of the Union, without first obtaining permission. Requests for such leave shall be submitted, in writing, for approval to the Senior Manager of Human Resources Services or designate, with a copy to the immediate supervisor. Such requests will not

be unreasonably denied. Upon resumption of regular duties, such employees will report to their immediate supervisor and will, if requested, give a reasonable explanation for the time spent away from work.

- L7.03 In consideration of Stewards, members of the Union Bargaining and/or Grievance Committee, and other Union Officers who are employees in the Bargaining Unit, attending to the business set out in this Agreement, the Employer will pay such employees for the time spent in handling grievances or attending other meetings with Employer representatives during their regular hours of work. Absences on account of Union business for the Bargaining Unit which exceed twenty (20) total days per year (i.e. September 1 to August 31) shall be reimbursed by the Union on a cost recovery basis.

## **ARTICLE L8 - EMPLOYER/UNION RELATIONS**

### **L8.01 Correspondence**

All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Superintendent of Human Resources Services or designate and President of the Local Union or designate.

### **L8.02 Joint Labour/Management Committee**

At the request of either the Union or the Employer, up to four (4) representatives of each of the parties will meet from time-to-time during the term of this Agreement to discuss matters of mutual concern, which are related to the workplace. Such issues would not normally include matters which are the subject of an active grievance, or which are being dealt with in collective bargaining. By agreement, the parties may strike ad hoc sub-committees to discuss specific concerns. The frequency of the meetings will be as determined by the parties, but will meet at a minimum six times throughout the school year. Meetings shall normally be held in the months of October, November, January, February, April and May. Such meetings shall be scheduled in advance for the following school year, normally no later than June 30<sup>th</sup> of each year.

### **L8.03 Copies of the Collective Agreement**

The Employer shall post the Collective Agreement electronically on the Board's intranet in an area specifically for CUPE 997 members to access within ninety (90) days of the execution of a new Collective Agreement.

- L8.04 The Employer will provide bulletin board space for the use of the Union/Local at an appropriate location in each workplace, and upon which the Union/Local shall have the right to post notices relating to matters of interest to the Union/Local and members of the Bargaining Unit.

- L8.05 The Union/Local shall have access to the Employer's courier system, e-mail, phones and mail boxes for regular formal communication between it and Bargaining Unit members.

- L8.06 Inasmuch as paragraphs L8.04 and L8.05 recognizes the Local as an internal user for the purposes of bulletin boards, e-mail, courier, etc., the Union/Local, for its part, agrees to abide by any policies and procedures which are established by the Employer regarding the use of these services. All

CUPE position Job Postings, Seniority Lists, items relating to Payroll and/or Benefits, and other items which may be of interest to CUPE Local 997 bargaining unit members shall be posted by the Employer electronically on the Board's intranet in an area specifically for CUPE 997 members to access.

L8.07 The President of the Local shall be provided with a copy of regular Board and Board Committee staffing reports for the CUPE Bargaining Units, which detail all employment status decisions related to Bargaining Unit members.

L8.08 Where the employer conducts staff orientation sessions, the Local President (or designate) and appropriate Union Stewards will be afforded thirty (30) minutes for the purpose of making a presentation to the CUPE members in attendance.

## **ARTICLE L9 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **L9.01 Intent and Definition of Grievance**

It is mutually agreed that it is in the spirit and intent of this Article to settle, in an orderly manner, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

### **L9.02 Informal Stage**

Any dispute to be recognized as a grievance must first be discussed by the employee and the employee's supervisor. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step One.

### **L9.03 Step One**

If the dispute is not deemed to be settled on the basis of the informal discussions as set out above, the Union shall submit a formal grievance notice in writing within ten (10) working days of the employee becoming aware of the circumstances giving rise to the complaint, or after the date when the event could have reasonably been detected, to the Senior Manager of Human Resources Services (or designate). The written notice shall contain the complete grievance, list all clauses alleged to have been violated by specific number, the settlement requested and shall not be subject to change after the submission. The Senior Manager of Human Resources Services (or designate) shall provide a written answer within ten (10) working days of receipt of the grievance.

### **L9.04 Step Two**

If the grievance is not deemed to be settled on the basis of the answer given in Step One, the Union shall, within ten (10) working days of receipt of the Step One answer, notify the Superintendent of Human Resources Services (or designate), in writing, that a grievance meeting is requested. The Superintendent of Human Resources Services (or designate), and other persons that the Superintendent of Human Resources Services (or designate) deems appropriate shall meet with up to three (3) members of the Union, within fifteen (15) working days of receipt of the notice. The Superintendent of Human Resources Services (or designate) shall provide a written answer within five (5) working days of the meeting being held.

### **L9.05 Step Three**

If the grievance is not deemed to be settled on the basis of the answer given in Step Two, the Union shall, within ten (10) working days of the receipt of the answer given in Step Two, notify the Director of Education, in writing, of its desire to submit the grievance to arbitration.

The notice shall either:

- a) Request that the grievance be heard by a sole arbitrator in accordance with clause L9.14 or;
- b) Contain the name and address of the Union's appointee to an Arbitration Board. The Director of Education, or designate, shall, within ten (10) working days, inform the Union of the Employer's appointee to the Arbitration Board. The two appointees shall, within ten (10) working days, or such longer time as they may agree upon, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Appointee or if the two (2) appointees fail to agree upon a Chairperson within the time limit, either the Union or the Employer may request the appointment of a Chairperson by the Ministry of Labour.

L9.06 The Arbitration Board shall hear and determine the grievance and shall issue a decision which is final and binding upon the Parties.

L9.07 The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs. The decision of the Arbitration Board shall be final and binding and enforceable on the Parties.

L9.08 The Arbitration Board shall not have the power to change, modify, extend or amend the provisions of this Agreement.

L9.09 Each Party shall bear the fee and/or expenses of its appointee to the Arbitration Board, and any fees and/or expenses of the Chairperson shall be borne equally by the Parties. Each Party shall bear its own expenses respecting appearances at hearings of the Arbitration Board. Each Party shall bear, at its own expense, the cost of counsel or advisors at each step of the grievance procedure.

L9.10 All the time limits fixed herein for the grievance procedure may be extended only upon the written mutual consent of the Parties and subsection 48 (16) of the *Labour Relations Act* does not apply. One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the written mutual consent of the Parties.

### **L9.11 Group, Policy, Employer Grievances**

- (a) If the Employer has a complaint against the Union, it shall submit its grievance in accordance with the provisions of Step Two, except that the notice shall be given to the President of the Local or other designated executive officer of the Union.
- (b) The Union may file a grievance on behalf of two (2) or more employees commencing at Step One, if specifically requested in writing to do so by said employees. The written request of said employees shall be attached to the grievance.

- (c) Group grievances may only be filed within ten (10) working days of either Party becoming aware of the circumstances giving rise to the complaint, or within ten (10) working days after the event when the event could reasonably have been detected.
  - (d) When a dispute arises involving a question of general application or general interpretation of the terms of the collective agreement, a Policy Grievance may be filed by either party at Step 2.
- L9.12 In all situations involving the discipline of a Bargaining Unit member, the disciplinary letter shall be copied to the Union, and any grievance resulting therefrom shall be filed at Step Two.
- L9.13 Newly hired probationary employees shall not be entitled to grieve a termination during the probationary period.
- L9.14 It is understood that the Parties may mutually agree in writing to submit the grievance to a mutually agreed upon single Arbitrator at Step Three rather than an Arbitration Board. In the event that the Parties are unable to agree upon a single Arbitrator, having previously mutually agreed to proceed with a single Arbitrator, the Parties may request the Minister of Labour to make the appointment.
- L9.15 It is understood that an employee, through the Local, has the right to have a CUPE National Representative to assist the member at any formal stage of this grievance/arbitration procedure.
- L9.16 At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
- The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen. The fees for the mediator shall be shared equally by the parties.
- L9.17 The Employer acknowledges the right of the Union to elect or otherwise appoint a Grievance Committee and/or Union Stewards, whose role is to assist Bargaining Unit members in relation to the grievance/arbitration procedure.
- L9.18 The Union recognizes and agrees that members of the Grievance Committee, and Stewards, have regular duties to perform in connection with their employment. As a result, it is understood that the business of administering this agreement will be attended to, as much as possible, outside of regular working hours or, where that is not possible, with the least possible interference with regular duties.
- L9.19 A grievance committee member and/or steward will obtain permission from their immediate supervisor before leaving regular duties and shall, if requested, provide a reasonable explanation as to the reason(s) for and length of time spent in the performance of regular union duties. Permission to leave regular duties to attend to Union business shall not be unreasonably withheld.

## **ARTICLE L10 - TEMPORARY AND CASUAL EMPLOYEES**

L10.01 Temporary employees may be hired for a period of up to twenty-four (24) months, and not exceeding the duration of the absence, to replace an employee who is absent because of illness, leave of absence, bereavement, time off in lieu of overtime, or vacation. In exceptional circumstances, where the absence being covered exceeds twenty-four (24) months, the temporary employment may be appropriately extended, in consultation with the Union, and when applicable, the corresponding loss of seniority provision, paragraph L12.07 (e), shall be similarly extended for the absent employee.

In addition, temporary employees may be hired for a period of up to six (6) months in the case of special projects, relief work or to provide additional staffing during peak periods, or for up to one (1) year for special project funding not included in the Grants for Student Needs (GSNs).

It is understood that the time periods noted above may be extended by mutual agreement.

L10.02 Temporary employees are subject only to the following Articles/paragraphs:

- L6.01 - Dues Check-Off
- L8.03 - Copies of the Collective Agreement
- Article L9 - Grievance and Arbitration Procedure
- L13.02
- Article L16 - Hours of Work (except lieu time)
- L19.02 – Bereavement
- L19.06 (e)
- Article L21 – Wage Rates and Method of Pay
- L26.01.

L10.03 No employee with seniority will be laid-off or remain on lay-off while temporary employees are retained at work, so long as the employee affected by the lay-off is willing to perform and has the necessary qualifications and ability to perform the duties of the temporary position.

L10.04 Notwithstanding the above, a permanent employee who accepts a temporary assignment through the Posting procedure is not a temporary employee. In this regard, it is understood that temporary postings, resulting from a permanent employee accepting a temporary assignment, shall be limited to two (2).

L10.05 In the event that the assignment of an employee filling a long-term assignment is to be terminated prior to the originally scheduled termination date, the employee will be given a minimum of two (2) working days' notice, or two (2) days' pay in lieu of notice.

During the notice period, it is understood that the employee may be reassigned to other available comparable work at the same number of daily hours including supply coverage at a worksite that the employee has previously agreed to work.

L10.06 A casual employee is employed by the Employer on a day-to-day basis.

Casual employees are not subject to the terms of this Agreement, except as to:

- Wage Rate (Article L21),
- Union Dues (Article L6) and
- Clauses L10.05, L10.06 and L13.02.

#### L10.07 Call-in Pay

If a Casual employee has been either called out in error, or the assignment has been cancelled without the Casual employee having received a minimum of one and a half (1.5) hours' notice prior to the scheduled commencement of the assignment, the Casual employee, upon reporting for duties, shall be assigned duties for a minimum of fifty percent (50%) of the scheduled call-in shift at the appropriate hourly rate of pay. It is understood that this does not apply in the case of inclement weather.

Notwithstanding the above, this article does not apply as a result of an unforeseeable event or circumstance beyond the Board's control.

### **ARTICLE L11 - PART-TIME EMPLOYEES**

L11.01 A part-time employee is defined as an employee regularly employed for less than twenty (20) hours per week. A part-time employee may be engaged on an interim basis for twenty (20) or more hours per week to replace an employee who is absent from regular duties. During such period, the part-time employee will continue to be covered by the provisions of this Agreement as a part-time employee.

L11.02 Where operationally possible, part-time employees shall be offered any available hours in their assigned school(s) prior to a casual employee being assigned.

### **ARTICLE L12 - SENIORITY**

L12.01 Except for temporary and casual employees, all employees covered by this Agreement who have completed their probationary period shall have their names placed on the seniority list based on last date of hire into a permanent position within the Bargaining Unit. In this regard, it is understood that there is no break in seniority in relation to ten (10) and eleven (11) month employees who are regularly scheduled to return to work after the summer break.

L12.02 The Employer shall maintain the seniority list. The list shall be posted in January of each year, in each workplace and electronically on the Board's intranet in an area specifically for CUPE members to access. In addition, and concurrently, the seniority list will be forwarded to the President of the Local.

L12.03 The list shall specify the name of the employee, occupational group, job title, work location, full-time equivalent and seniority date.

L12.04 Should a tie occur, the tie will be broken by lot conducted by the Senior Manager of Human Resources Services or designate, and the Unit Chief Steward(s), or designate.

L12.05 Any dispute regarding the information on the seniority list shall be brought to the attention of the Senior Manager of Human Resources Services or designate, and the President of the Local within twenty (20) working days of posting.

L12.06 Employees accepting and transferring to jobs outside the Bargaining Unit, or to jobs in other Bargaining Units, will maintain their Bargaining Unit seniority for up to twenty-four (24) months, but shall not accumulate seniority for their time spent outside the Bargaining Unit.

L12.07 Loss of Seniority

An employee shall lose seniority in the event of:

- (a) Discharge for just cause.
- (b) Voluntary termination of employment (e.g. retirement or resignation) or abandonment of a position.
- (c) Absence from duties for more than three (3) consecutive days, or three (3) single days in any ninety (90) day period, without securing permission for the absence(s) or without providing a reason satisfactory to the Employer.
- (d) Lay-off for a period longer than twenty-four (24) months.
- (e) Absence due to illness exceeding two (2) years, off-the-job accident exceeding two (2) years, or five (5) years in the case of occupational accident or injury, in circumstances where it is clear that, due to the permanent nature of the illness/disability, there is no reasonable prospect of return to active employment.
- (f) Recall opportunity refusals in accordance with the lay-off/recall provisions of this Agreement.

Loss of seniority under (c) through (f) above will normally result in the termination of employment.

L12.08 Probationary Period

New employees shall become eligible for seniority rights after eighty (80) working days probationary service. After successful completion of the probationary period, the seniority date shall reflect the commencement of employment as a probationary employee.

L12.09 For the purposes of clarification, a working day for probationary purposes is defined as a day when the employee is on the job for their regularly scheduled hours. A probationary period interrupted by the end of the school year shall be continued for the outstanding term at the start of the next school year, as long as there are no lay-offs.

L12.10 The Employer and the Union agree that when a position is posted in the Bargaining Unit and a probationary staff member who had been laid off applies, the employee will be considered for vacancies prior to temporary or external staff for a period of six (6) months from the date of lay-off. Such employees, if successful, shall serve their probationary period as of the date on which the employee starts work in the new position.

- L12.11 Probationary employees may apply for posted positions of greater hours or which are a promotion. Such employees, if successful, shall serve their probationary period as of the date on which the employee starts work in the new position.

Effective September 1, 2016, in a case where a probationary employee is the successful applicant for the same position but with greater hours, upon successful completion of their probationary period the employee's seniority date will be back-dated to their original hire date to a permanent position.

## **ARTICLE L13 - JOB POSTINGS**

- L13.01 When a vacancy occurs or a new position is created, the Employer shall ensure that the notice of the position is posted electronically on the Board's intranet for a minimum of five (5) working days in order that all employees will know about the position and be able to make written application. Simultaneously, the Employer agrees to forward a copy of the posting to the President of CUPE Local 997.

Note: An increase in the number of working hours of a position is not considered to be a new job or a vacancy.

- L13.02 The Employer and the Union agree that when a position is posted in the Bargaining Unit, and no permanent employee from the Bargaining Unit where the posting arises applies and is successful from within, then applicants internal to the Board, including casual and temporary Bargaining Unit members, shall have the right to apply and be considered for the position before any external hire.

- L13.03 In circumstances where the position is filled by a Bargaining Unit member from another CUPE Bargaining Unit, that member will retain seniority in the original Bargaining Unit until completion of the probationary period. Upon successful completion of the probationary period the employee's total qualifying service will be transferred to the new Bargaining Unit for the purposes of benefits and vacation only; seniority shall accrue as of the new appointment date in the Bargaining Unit.

- L13.04 On some occasions, and with the mutual agreement of the parties to this Agreement, it may be necessary for openings to be advertised both internally and externally, simultaneously. In such cases, first consideration shall be given to internal candidates (as above), prior to any consideration being given to external candidates.

- L13.05 Information on Postings

The postings shall contain the following information: job title, occupational group, summary of duties, the normal requirements of the position including relevant experience, knowledge and education (or an acceptable combination of education and relevant experience), skills, location, shift or hours of work, wage rate, the application procedure, and whether or not the position is temporary or permanent, part-time or full-time.

- L13.06 Method of Making Appointments

In making staff changes, promotions or transfers, appointments shall be made of the applicant having the required qualifications. The successful applicant shall be placed on a trial period and,

conditional on satisfactory service, the position will be declared permanent for the employee after three (3) months, with a three-month extension if it is felt to be necessary. In the event that the successful applicant proves to be unsatisfactory in the position during the trial period, or if the employee is not satisfied with the position during the trial period, the employee shall be returned to the former position, wage or salary rate without loss of seniority. Any other permanent employee promoted or transferred because of the rearrangement of positions shall also be returned to the former position, wage and salary rate without loss of seniority. Where the employee elects to return to their former position, the vacancy or new position will not be reposted and applicants to the original posting will be considered in accordance with this article.

As between two (2) or more applicants who have the ability to do the job and meet the qualifications for the position, and are relatively equal as to relevant experience, knowledge, education and skills, the applicant with the most seniority shall be given the position.

An employee who has been successful in a permanent job competition must, before applying for another permanent position, remain in the permanent position for a minimum period of six (6) months from the date of appointment.

This provision shall not apply in the case of a promotion (including an increase in hours), or a permanent employee who was or is presently in a temporary assignment, or in the case of an employee being appointed to their current position as a result of exercising their rights under the bumping process, or if there is mutual agreement between the employee, the Local Union President or designate, and the Senior Manager Human Resources Services or designate.

#### L13.07 Debriefing

Any unsuccessful applicants who have higher seniority standing than the successful applicant will be informed in writing of the reasons for not being selected within ten (10) working days of the selection of the successful applicant. The Union President will receive a copy of any such letters.

#### L13.08 Temporary Postings

- a) A permanent employee who accepts a temporary assignment through the posting procedure is not a temporary employee. In this regard, it is understood that temporary postings, resulting from a permanent employee accepting a temporary assignment, shall be limited to two (2).
- b) A position that is filled casually will be posted after sixty (60) working days. Where it is known in advance and it is determined that a temporary vacancy exists and will exceed forty (40) working days, the position will be posted as a temporary position at the commencement of the leave.
- c) Unless otherwise agreed to by the Board, and the Union, or in the case of a promotion, change in job title or an increase in hours, employees that accept a temporary posted position that continues for five (5) months or greater are limited to one (1) move to a temporary position per school year under this Article.

#### L13.09 Exchanges

Exchanges between employees, within the same classification, may be considered by the Board if:

- (a) Notice of the proposed exchange has been circulated.
- (b) Employees with seniority are given preference.
- (c) The exchange is mutually agreed upon by the employees involved in the exchange, and this agreement is communicated in writing to the Senior Manager of Human Resources Services or designate.

Employees who exchange shall have a thirty (30) consecutive working day trial period commencing from the first day of work in the new position. During this time, if either of the employees or the Board are not satisfied, then the employees shall return to their former position as soon as is practicable.

## **ARTICLE L14 - LAY-OFF AND RECALL**

### **L14.01 Definition of Lay-off**

A lay-off shall be defined as the elimination of a permanent position (either temporarily or permanently), or any reduction in regular weekly hours of a permanent position.

L14.02 It is understood and agreed that the summer, Christmas and March break periods, for employees whose work requirements are for less than a school year, do not constitute a lay-off within the meaning of this Article.

### **L14.03 Notice of Lay-off**

The Employer shall notify the Union and the employees who are to be laid off thirty (30) calendar days prior to the effective date of the lay-off. An employee who has not had the opportunity to work the days as provided in this Article shall be paid for the days for which work was not made available. In addition, the Employer shall continue to pay its share of benefit premiums for the duration of the notice period.

L14.04 Lay-offs shall be based on seniority, subject to the right of the Employer to retain a junior employee if the senior employee does not have the skills required for the work available. The most junior employee in the position at the worksite shall be laid off first (subject to the foregoing proviso), and, similarly, employees shall be recalled from lay-off in the reverse order of their seniority in the occupational group provided that they have the skills required for the work available.

L14.05 No employee working in a permanent position shall be laid off where a casual or temporary employee is filling a temporary position/vacancy, except where the permanent employee is either unable or unwilling to perform the duties of the temporary position.

L14.06 No new employees will be hired until those laid off have been considered for recall under paragraphs L14.08 and L14.09.

L14.07 An employee in receipt of notice of lay-off will inform the Board in writing of their choice, within one (1) working day (twenty-four (24) hours) of receipt of their option list, to:

- (a) accept the lay-off; or
- (b) opt to retire; or
- (c) displace the most junior employee in a position in the same occupational group at the same hours and in the same salary classification in the following sequence (see Appendix "C"):
  - (i) within their family of schools
  - (ii) within the next family of schools
  - (iii) within the next family of schools.Selection of (i), (ii) or (iii) is at the choice of the employee.
- (d) failing sufficient seniority to bump under (c) above, displace the most junior employee in a position in the same occupational group at higher hours and in the same salary classification, in the following sequence (see Appendix "C"):
  - (i) within their family of schools
  - (ii) within the next family of schools
  - (iii) within the next family of schools.Selection of (i), (ii) or (iii) is at the choice of the employee.
- (e) failing sufficient seniority to bump under (d) above, displace the most junior employee in a position in the same occupational group at the closest lower number of hours and in the same salary classification, in the following sequence (see Appendix "C"):
  - (i) within their family of schools
  - (ii) within the next family of schools
  - (iii) within the next family of schools.Selection of (i), (ii) or (iii) is at the choice of the employee.
- (f) failing sufficient seniority to bump under (e) above, displace the most junior employee in a position in the same occupational group at the same hours and in the closest lower salary classification, in the following sequence (see Appendix "C"):
  - (i) within their family of schools
  - (ii) within the next family of schools
  - (iii) within the next family of schools.
- (g) failing sufficient seniority to bump under (f) above, displace the most junior employee in a position in the same occupational group at higher hours and in the closest lower salary classification, in the following sequence (see Appendix "C"):
  - (i) within their family of schools
  - (ii) within the next family of schools
  - (iii) within the next family of schools.
- (h) failing sufficient seniority to bump under (g) above, displace the most junior employee in a position in the same occupational group at the closest lower number of hours and in the closest lower salary classification, in the following sequence (see Appendix "C"):

- (i) within their family of schools
- (ii) within the next family of schools
- (iii) within the next family of schools.

(i) failing sufficient seniority to bump under (h) above, displace the most junior employee in a position in the same occupational group on a Board-wide basis, in the following sequence:

- (i) at the same hours in the same salary classification; or
- (ii) higher hours in the same salary classification; or
- (iii) the closest lower number of hours in the same salary classification; or
- (iv) at the same hours in a lower salary classification; or
- (v) higher hours in a lower salary classification; or
- (vi) the closest lower hours in a lower salary classification.

L14.08 All permanent employees on lay-off shall have the opportunity of recall, subject to their ability to perform the duties of the job with orientation, before any casual/temporary employees are hired. An employee who has been recalled to such temporary vacancy/posting shall not be required to accept such recall and may instead chose to remain on lay-off. Employees shall be recalled to temporary positions in order of seniority.

L14.09 The Senior Manager of Human Resources Services (or designate) shall notify the employee of a recall opportunity by telephone, at the last phone number on record with the Board. In this regard, the employee is solely responsible for ensuring that the proper and most current telephone number is on record with the Board. The employee shall be advised of the job to which they are eligible for recall and the date that they will be expected to report to work if the recall is accepted. When contacted by phone, the employee has twenty-four (24) hours to accept or decline the recall opportunity. When the employee cannot be reached by telephone, the recall offer shall be sent to the employee's Board email account. The employee has twenty-four (24) hours when notified by Board email of the recall opportunity to accept or decline the recall opportunity. If the employee does not contact the Employer within the timeframes outlined above, they are deemed to have refused the recall opportunity.

Recall will only be to positions in the employee's geographic area unless the employee has declared otherwise, in writing to the Senior Manager of Human Resources Services. The employee will be notified that they have an opportunity to declare their geographic preference, and the deadline for making such declaration.

Three (3) refusals to recall opportunities to permanent jobs within the three (3) families of schools from which the employee was laid off (the employee's geographic region – see Appendix C) shall result in removal from the recall list and loss of seniority.

Notwithstanding above, where the Employer was unable to contact the employee by phone or email as described above on the first recall attempt only, it will not be considered to be one (1) of the three (3) refusals.

#### L14.10 Redeployment Committee

In any situation involving lay-offs, where notice is given under paragraph L14.03, the Employer and the Union will work together, under the auspices of the Joint Labour/Management Committee, to

minimize lay-offs through exploring, identifying and implementing (where feasible) attrition opportunities such as possible early retirements, unpaid leave, job sharing, voluntary lay-offs, etc.

In this regard, it is understood that the obligation to convene a Redeployment Committee meeting would not normally arise in lay-offs related to the EA placement process, or lay-offs involving fewer than 5.0 FTE, but would normally arise in any lay-off(s) involving the elimination of a job category.

When the Redeployment Committee is convened, the Employer will provide the Committee with all pertinent staffing and financial information.

## **ARTICLE L15 – TRANSFERS**

### **L15.01 Transfers to and from Supervisory Positions**

- (a) A bargaining unit employee accepting an excluded position shall be entitled to a leave of up to twenty-four (24) months in order to accept the position. Seniority shall be maintained but shall not accrue during the term of such leave. If a temporary position, such appointment shall be for a defined period of no less than sixty (60) working days and no more than twenty-four (24) months. During such leave, the employee shall maintain their group benefits.
- (b) Employees who have always been excluded from the Bargaining Unit and at some time are transferred to a position within the Bargaining Unit shall be given seniority dating only from the date of transfer to the Bargaining Unit.

### **L15.02 Temporary Transfers to Higher-Rated Positions**

In the event that the Employer asks a permanent employee to temporarily replace another employee in the bargaining unit in a higher salary group, and this temporary transfer continues for a period of more than one (1) day, the employee shall be paid in the higher salary group range, at the closest step above their current hourly rate, for the entire period worked in such position.

### **L15.03 Transfers to Lower-Rated Positions**

- (a) In the case of voluntary transfer to a position in a lower salary group, the rate of pay will be decreased to the appropriate step, based on experience, of the salary group range of the position to which the employee is transferred.
- (b) In the event that an employee is transferred by the employer to a position in a lower salary group, the employee's rate of pay shall not be reduced to the lower rate until after thirty (30) working days.

### **L15.04 Responsibility Pay**

**NOTE:** Please refer to Appendix "B" Responsibility/Premium Pay

In the event that the Secondary Custodial Supervisor is not present in a secondary school for a period of greater than one (1) entire day and up to sixty (60) days, and is replaced by:

- (a) the Day Shift Lead Custodian for greater than one (1) entire day, up to five (5) full days, he/she shall be paid the hourly premium referred to in Appendix B Responsibility/Premium Pay (a) in addition to their regular hourly rate for temporarily assuming additional responsibilities when the Secondary Custodial Supervisor is not present, or
- (b) the Day Shift Lead Custodian for six (6) days or more, to a maximum of sixty (60) days, he/she shall be paid the hourly premium referred to in Appendix B Responsibility/Premium Pay (b), in addition to their regular hourly rate. If the total number of hours regularly worked in the temporary position is less than those regularly worked by the employee in their permanent position, the employee's regular number of hours worked shall not be reduced, although their hours of work or shift may change, or
- (c) another employee in the bargaining unit for six (6) days or more, to a maximum of sixty (60) days, the employee shall be paid the hourly premium referred to in Appendix B Responsibility/Premium Pay (c), in addition to their regular hourly rate. In addition, the Day Shift Lead Custodian shall be paid the hourly premium referred to in Appendix B (c) Responsibility/Premium Pay for temporarily assuming additional responsibilities when the Secondary Custodial Supervisor is not present. If the total number of hours regularly worked in the temporary position is less than those regularly worked by the employee in their permanent position, the employee's regular number of hours worked shall not be reduced, although their hours of work or shift may change, or
- (d) a Middle Management employee, no premiums will be paid to any member of the bargaining unit.

## **ARTICLE L16 - HOURS OF WORK**

- L16.01 The Employer does not guarantee to provide work for normal hours or for any other hours.
- L16.02 The normal hours of work on a regularly scheduled work week for full time Custodial/Maintenance employees shall be forty (40) hours per week, working five (5) days of eight (8) hours each, Monday to Friday inclusive.
- L16.03 Custodial/Maintenance staff whose normal working hours are outside of the normal "day shift" shall work the day shift on all days which are non-instructional (e.g. school break periods, PA days). If there are community or other activities requiring the availability of staff in the evening, volunteers from the Custodial staff will be requested to cover those hours. If volunteers are not available, staff normally assigned to the facility will be designated to cover the hours.
- L16.04 For those employees who are scheduled to work over the summer period, it is understood and agreed that flexible hour arrangements for the summer may be implemented under the auspices of the Joint Labour Management Committee (paragraph L8.02). It is understood that any such program would be agreed upon prior to April 30<sup>th</sup> of each year.
- L16.05 Time and one half (1 ½) shall be paid for all work performed on Monday to Friday over and above eight (8) hours per day or forty (40) hours per week. All time worked on Saturday will be paid at the rate of one and one half (1 ½) times the rate of pay for all hours worked. Double time shall be paid for all work performed on Sundays and Statutory Holidays.

L16.06 Permanent part-time employees who are asked to work more than their regularly scheduled hours shall be paid at their regular rate for hours up to eight (8) hours per day or up to forty (40) hours per week, but at the appropriate overtime rate for any hours in excess thereof.

L16.07 An employee will not be permitted to work overtime except with the prior approval of the Custodial Supervisor, Operations Supervisor or Maintenance Supervisor (as appropriate).

L16.08 Overtime opportunities shall be equitably divided among those employees at a worksite who normally perform such work.

L16.09 Time off in Lieu

If an employee requests time off in lieu of payment for overtime and this request is approved by the Supervisor, the time off shall be based on the appropriate overtime rate for each hour worked.

Lieu time may be accumulated, with the time off to be scheduled and taken at a time mutually agreeable to the employee and the immediate supervisor and, in any case, no later than the August 31<sup>st</sup> following the month in which the time was accumulated. Any remaining accumulation at August 31<sup>st</sup> will be paid out at the appropriate overtime rate on the next regular pay.

Provided sufficient notice is given, requests to take lieu time shall not be unreasonably denied.

L16.10 No Lay-off to Compensate for Overtime

Employees shall not be laid-off during regular hours in order to equalize any overtime worked.

L16.11 Emergency Call-in

Where an employee is called back to work after completing a shift, the employee shall be paid the applicable overtime rate for a minimum of three (3) hours. Where a call-back occurs on a Saturday, Sunday, or Statutory Holiday, the employee shall be paid the applicable overtime rate for a minimum of three (3) hours, calculated from the time they leave their residence.

L16.12 Scheduled Call-in

A minimum of three (3) hours at the applicable overtime rate or the actual time worked at the applicable overtime rate, whichever is greater, will be paid for overtime call-in work which is scheduled in advance.

L16.13 Except where otherwise expressly permitted by a Superintendent, all authorized overtime must be worked on Board premises.

L16.14 No Duplication

Overtime payment set forth in this Agreement shall not be duplicated, in whole or in part, for the same hours worked.

L16.15 Rest Periods

Except in emergency situations and/or in the case of unexpected staffing circumstances, employees working six (6) hours a day or more will be allowed two (2) fifteen (15) minute rest periods. Employees working more than three (3) hours and less than six (6) hours will be allowed one (1) fifteen (15) minute rest period.

L16.16 Lunch Break

No employee shall be required to work longer than five (5) consecutive hours without an unpaid, uninterrupted lunch period of at least thirty (30) minutes.

L16.17 Attendance and Travel

When an employee participates in authorized professional development, either on or off of Board property, pre-approved travel time to a maximum of four (4) hours each way to and from such sessions, which result in an extended work day, shall be compensated at the employee's regular rate of pay, based on straight time.

## **ARTICLE L17 - PAID HOLIDAYS**

L17.01 Each full-time probationary and permanent employee shall be paid a sum equivalent to the employee's current daily rate of pay (or part thereof in the case of a half-day holiday, or in the case of a probationary employee who has not met the *Employment Standards Act* qualifying period) for the following holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Half-day prior to Christmas
- Christmas Day
- Boxing Day
- Half-day prior to New Year's Day
- Two (2) Float Days
- Any other day declared or proclaimed as a statutory holiday by the Ontario or Federal government

provided the employee has completed his/her last scheduled working day before the holiday and first scheduled working day after the holiday, or submits appropriate evidence to the Superintendent of Human Resources Services or designate, in support of not being at work on those days.

One (1) Float Day listed above is in lieu of the existing federal statutory holiday for the National Day for Truth and Reconciliation.

NOTE: The dates of the Floating Holidays shall be at the employee's discretion, subject to a minimum of two (2) weeks' notice to the immediate supervisor. The float days may not be carried forward from year to year.

On or about December 1<sup>st</sup> of each year the employer shall send a notice to permanent employees to remind them that all float days must be taken by December 31<sup>st</sup>.

L17.02 Part-time employees will receive their normal rate of pay for the hours that would have been worked had it not been a holiday. Employees not scheduled to work in the school summer vacation period will not be paid for any of the holidays falling within that period.

L17.03 Where any of the listed holidays falls on a Saturday or a Sunday, the holiday shall normally be observed on the Friday or the Monday (respectively), provided this does not interfere with scheduled teaching days.

## **ARTICLE L18 - VACATIONS**

L18.01 Every regular full-time employee shall be granted an annual vacation based on their term of service at their anniversary date in accordance with the following schedule:

Effective September 1, 1999:

- 2 weeks after the completion of one year of service
- 3 weeks after the completion of four (4) years of service
- 4 weeks after the completion of ten (10) years of service
- 5 weeks after the completion of seventeen (17) years of service

plus one additional day for each completed year of service from twenty-one (21) years to twenty-five (25) years, to a maximum of five (5) additional days.

L18.02 Calculation of vacation pay shall be at the rate effective immediately prior to the vacation period and for the number of hours worked by the employee.

L18.03 An employee shall have the right to carry forward a maximum of two (2) weeks vacation (non-cumulative) from one year to the next.

L18.04 If a statutory holiday falls within the employee's holiday period, another day off with pay shall be granted contiguous with the vacation period or otherwise at a mutually agreeable time.

L18.05 Subject to the provision of satisfactory documentation, where an employee is admitted to hospital during vacation, the time spent in hospital shall convert to sick leave and the vacation shall be rescheduled.

L18.06 Vacation schedules must be approved by the immediate supervisor, at least two months in advance for vacation time requested for the months of July and August. Vacation time requested for months

other than July and August must be approved at least one (1) month in advance and are subject to system staffing needs.

L18.07 In the event of conflict in proposed vacation times, consideration shall be given to the employee(s) with greater seniority.

L18.08 When an employee resigns, is laid off or dismissed, pay shall be received in lieu of earned vacation. This shall be calculated as a percentage of gross pay for the current calendar year, in accordance with years of service.

## **ARTICLE L19 - LEAVES OF ABSENCE**

### **L19.01 Special Leave of Absence**

A Special Leave of Absence may be granted, without pay and without loss of seniority, for one (1) term/semester or greater, to a maximum of one year to any employee, upon written request to the Senior Manager of Human Resources Services or designate (copy to the immediate supervisor), for good and sufficient cause. The leave request shall specify the requested start and end date of the leave. In exceptional circumstances, and at the sole discretion of the Director or designate, such leave may be extended by a maximum of one year. There shall be no seniority accrual during a second year of Special Leave.

The employee may maintain their group benefits subject to eligibility criteria in place for the plan(s). Employees are entitled to continue group benefits participation, at their own expense, for the duration of the Special Leave of Absence.

### **L19.02 Bereavement Leave**

An employee shall be granted up to five (5) days leave of absence with pay and without deduction from sick leave in the case of the death of a parent, spouse and/or child. An employee shall be granted up to three (3) days leave of absence with pay and without deduction from sick leave in the case of the death of a sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild and fiance(e). One (1) day with pay and without deduction from sick leave shall be granted in the case of the death of an aunt, uncle or grandparent-in-law and, in the case of a close personal friend, up to one (1) day shall be granted to attend the funeral.

It is understood that "spouse" includes legally recognized spousal equivalents.

At the discretion of the Director, or designate, up to two (2) additional days may be granted for special circumstances associated with any bereavement. In exceptional cases, at the sole discretion of the Director, additional days may be granted, on a paid or unpaid basis, in relation to a bereavement. Any such days shall not be charged against sick leave, nor against Compassionate/Personal Leave.

Temporary employees, after the completion of three (3) consecutive months in a position, shall be entitled to bereavement leave, as defined above.

#### L19.03 Quarantine, Jury and Witness Duty

- (a) Leave, without loss of pay, benefits or deduction from sick leave shall be granted to an employee who, because of exposure to a communicable disease, is quarantined or otherwise prevented by order or recommendation of the medical health authorities from attending to his or her duties.
- (b) Employees shall be granted leave, without loss of pay, benefits or deduction from sick leave, to serve as a juror or when subpoenaed as a witness, including a Coroner's Inquest, in any proceeding to which the employee is not a party, provided the employee pays to the Employer any fees received as a juror or witness, exclusive of travelling allowances and living expenses.
- (c) Where an employee in the employ of the Board is charged with an offence directly related to the employee's employment, the employee shall not suffer a loss of pay for the time spent in court under a summons.

#### L19.04 Pregnancy Leave

Pregnancy Leave shall be granted in accordance with the Employment Standards Act. Pregnancy leave will be granted on the following basis:

- (a) An employee is entitled to seventeen (17) weeks of unpaid leave of absence for pregnancy leave.
- (b) An employee who qualified for pregnancy leave cannot be terminated or laid-off because of her pregnancy.
- (c) This leave may commence at any time during the seventeen (17) weeks prior to and including the estimated date of delivery or on the date of birth whichever is earlier.
- (d) Notwithstanding (a) above, if the employee is still pregnant after taking 17 weeks of leave, she may continue on pregnancy leave until the birth of the child.
- (e) An employee must give two (2) weeks' notice in writing of the intended dates of the leave, together with the medical certificate estimating the date of delivery.
- (f) When the employee returns to work, the Employer must reinstate her to the same job at the wages in effect for her job at the time of reinstatement. If her original job is not available, she will be assured of reinstatement to a comparable job, subject to Article L14, Lay-off and Recall.
- (g) While on pregnancy/parental leave an employee shall continue to accumulate seniority. During pregnancy/parental leave, an employee may continue to participate in the pension plan, life insurance plan, extended health plan and the dental plan. The Employer shall continue to pay its portion of the cost of the employee's benefit coverage according to this Agreement during the statutory leave period, unless the employee elects, in writing, not to continue the benefit coverage.

L19.05 Parental Leave

- (a) Parental Leave shall be granted, upon written request to the Senior Manager of Human Resources Services (copy to the immediate supervisor), in accordance with the provisions of the *Employment Standards Act*.
- (b) Parental leave may be extended up to two (2) years upon request. To clarify, an employee who takes a pregnancy leave followed by a parental leave may extend their parental leave such that the aggregate leave totals up to two (2) years from the start of the pregnancy leave. For an employee who takes parental leave only, they may extend the parental leave up to an aggregate of two (2) years. A request to extend the period of parental leave shall be submitted at least two (2) weeks prior to the original termination date of the leave.

L19.06 S.E.B. Plan

1. Maternity Benefits/SEB Plan

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- e) Employees completing a long term supply assignment of 6 months or more shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) Employees not defined above have no entitlement to the benefits outlined in this article.
- g) To receive pay, the employee must provide the Board with proof of the final disposition of the E.I. claim, indicating the amount of E.I. paid to the employee. An application for pregnancy leave, as well as a medical certificate identifying the expected date of birth, is required prior to the employee taking their leave. On receipt of this information, the

Board will process a lump sum payment for the top-up of benefits owing to the employee.

2. Parental Leave

An employee granted a parental leave pursuant to this Article shall be compensated by the Employer under an Employment Insurance Commission of Canada (EIC) approved supplementary employment benefit plan during the waiting period, under EIC, at a weekly rate equal to ninety-five (95) percent of the EIC weekly insurable earnings provided that the employee:

- (i) is eligible for parental leave benefits under EIC laws and regulations; and
- (ii) makes a claim to the Employer on a form to be provided indicating the weekly amount payable by EIC.

No supplementary benefit will be paid under this Plan for any week in the waiting period which falls outside the employee's normal employment period (i.e. July and August if ten (10) month employment).

L19.07 Adoption Leave

An employee adopting a child, who does not take Parental Leave in accordance with paragraph L19.05 shall be entitled to three (3) days of Adoption Leave, without loss of pay, benefits or deduction from sick leave.

L19.08 Compassionate/Personal Leave

- (a) For full-time employees, leaves of absence for other than personal illness may be granted without reduction of salary up to a total of five (5) days per year as per L19.08 (b), subject to approval of the Employer. It is understood that the total number of days for paid Compassionate/Personal Leave shall not exceed five (5) days per year. If the employee is refused leave by the Employer, the employee has the right to appeal to the Director of Education. This leave of absence is not cumulative. Part-time employees shall be granted up to a total of two (2) days per year under this paragraph.
- (b) The Employer shall grant Compassionate/Personal Leave for:
  - 1. Attending to the needs of an ill or injured member of the immediate family. (Immediate family refers to son, daughter, spouse or any relative for whom the employee bears special responsibilities.)
  - 2. Accompanying an immediate family member to a doctor's office or hospital.
  - 3. Needs directly related to the birth or adoption of a child.
  - 4. Attending a wedding, either:
    - (a) the employee's;
    - (b) the wedding of an immediate family member, as defined in 1. above; or
    - (c) where the employee is part of the wedding party, to a maximum of two (2) days.

5. Attending graduation exercises, either:
  - (a) the employee's, or
  - (b) the graduation of an immediate family member, as defined in 1. above.
6. Writing an examination from a post-secondary institution, including one-half day before the exam.
7. Moving the employee's principal residence up to one (1) day per occurrence.
8. Legal appointments, up to one (1) day per occurrence.
9. Municipal business, up to one (1) day per occurrence.
10. For the observance of Holy Days for a religion which is recognized in the Marriage Act as being "permanently established both as to the continuity of its existence and as to its rights and ceremonies."
11. Acting as a pallbearer at a funeral for which the employee is not eligible for a Bereavement Leave under L19.02.
12. Attending an IPRC meeting for the employee's son or daughter.
13. The Employer shall grant paid leave to Indigenous Employees for:
  - a. Voting in elections as indicated by a self-governing indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and
  - b. Attendance at Indigenous cultural/ceremonial events.

NOTE: Employees shall attempt to schedule appointments in such a way as to minimize the absence.

- (c) Leaves of absence may also be granted, by the Director or designate, for Compassionate/Personal Leave with pay, for reasons other than those provided for in L19.08 (b).
- (d) The Employer may grant additional Compassionate/Personal Leave, without pay, to a maximum of two (2) days per year.
- (e) When requesting a Personal/Compassionate Leave, an employee shall obtain the Employer's approval.

#### L19.09 Leave for Union Functions

Subject to reimbursement from the Union to the Employer for the cost of pay and benefits, and upon request to the Employer, an employee elected or appointed to represent the Union at conventions, seminars, or conferences, or to take part in CUPE-sponsored training programs, shall be allowed leave of absence with pay and without loss of benefits. Seniority shall continue to accrue during such leave. The President of CUPE Local 997 shall forward to the Senior Manager of Human Resources Services or designate, such requests, a minimum of two (2) weeks in advance of the event. Such requests will not be unreasonably denied.

The union shall include the following in the leave request to the Employer:

- Name of employee
- Work location
- Nature of leave
- Length of leave

L19.10 Leave for Union Office

An employee who is elected or appointed to Union office shall be entitled to a paid or an unpaid leave of absence, part-time or full-time, for the term of office, subject to the following:

- a)
  - (i) in the case of paid leave, the Union shall reimburse the Board annually for the full Board cost for insured and statutory benefits coverage of the released employee and the full cost for salary and any allowances of the employee on leave, including any allowances as directed by the Union. In this regard the employer shall provide the Union with a detailed invoice for all costs to be reimbursed.
  - (ii) in the case of an unpaid leave, group benefits participation may continue, at the employee's own expense.
- b) The Union shall provide the employer with prior authorization, in writing, from a local Union Officer to pay such employee while on such leave.
- c) Seniority shall accrue during such leave.
- d) Subject to the terms of this agreement, The Union shall provide the Employer with thirty (30) days' written notice of a change in the incumbent.
- e) Subject to the terms of the collective agreement, a member returning from Leave for Union Office will be reinstated to the position and worksite which the member held prior to the leave.
- f) Any member on a leave under this Article will be subject to all relevant terms and conditions of this agreement as if working at their normal assignment.
- g) Any annual vacation entitlement earned by the employee while on approved leave in accordance with this article, will be deemed to have been taken by the employee during the period of such leave.

L19.11 Leave for Public Service

- (a) An employee who is elected as an MPP or MP shall be entitled to a full-time unpaid leave of absence, for the term of office, to a maximum of five (5) years. Seniority shall not accrue during such leave; group benefits participation may continue, at the employee's own expense. The leave may be terminated by the employee with two (2) months' written notice.
- (b) An employee who is elected to Public Office, other than specified in (a) above, shall be granted unpaid leave, full or part-time, appropriate to the needs of the office. Seniority shall accrue during such leave; group benefits participation may continue, at the

employee's own expense, pro-rated appropriately in the case of part-time leave. The leave may be terminated by the employee with two (2) months' written notice.

#### L19.12 Self-Funded Leave Plan

- (a) This plan has been developed to afford employees the opportunity of taking a one (1) year leave of absence with pay, by spreading salary over a longer period of time (example: 4 years' salary over 5 years). The maximum period for a self-funded leave plan shall be six (6) years.
- (b) Any employee with one (1) year of service with Trillium Lakelands District School Board is eligible to apply.
- (c) Application shall be made, in writing, to the Director or designate on or before March 15, with a copy to the Bargaining Unit President and the immediate supervisor.
- (d) Written acceptance or denial of the employee's request, with explanation, shall be forwarded to the employee by April 15. An individual Self-Funded Leave Agreement shall be completed by June 30.
- (e) The salary and any accrued interest shall be paid to the employee in the manner specified in the Self-Funded Leave Agreement governing the leave plan of that employee.
- (f) The individual self-funded leave accounts shall be administered and invested by the Superintendent of Business. The rate paid on the funds shall not be less than the investment rate that is available on the Board's general revenue bank account. Prior to October 31, the Employer shall provide each plan participant with a personal statement of account detailing transactions for the year ending August 31 including interest earned for the year.
- (g) While on self-funded leave:
  - (i) the employee is entitled to participate, at the employee's own expense, in the insured benefit coverage as outlined in Article L22 and in accordance with the provisions of the Provincial Benefits Trust (ELHT);
  - (ii) Pension Plan contributions shall be continued, at the employee's own expense.
- (h) An employee returning from a self-funded leave to active employment shall be reinstated to the position which the employee held prior to the leave. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the employee's return to active employment is subject to Article L14 - Layoff and Recall.
- (i) Should an employee die, resign from the Board, be laid-off under Article L14 - Layoff and Recall, or decide to withdraw from the plan, the Employer shall pay to the employee's Estate or to the employee, as the case may be, within sixty (60) days, the amount of salary withheld up to that time along with any accrued interest.
- (j) An employee who is approved for self-funded leave on or after January 1, 2002 and subsequently withdraws, shall be subject to a two-hundred dollar (\$200.00) administrative

fee. This fee may be waived by the Superintendent of Human Resources Services if there are extenuating circumstances which cause the employee to withdraw from the plan.

- (k) These self-funded leave provisions are subject to Canada Revenue Agency requirements as amended from time to time.

#### L19.13 Family Medical Leave

An employee shall be eligible for Family Medical Leave, in accordance with the *Employment Standards Act, 2000*.

### **ARTICLE L20 - SICK LEAVE**

L20.01 Each employee's bi-weekly electronic pay stub shall indicate the year-to-date balance remaining in their 11-day sick leave plan as of the end of the pay period noted. Each employee may review their usage of sick leave electronically.

#### L20.02 Medical Certificate

For longer absences, in extenuating circumstances, and/or as part of the Employer's attendance management program, the Director (or designate) may require a medical certificate. The medical certificate shall indicate:

- (i) that the employee is able to return to work on a full-time basis without restrictions; or
- (ii) that the employee is able to return to work, with the nature and duration of any work restrictions described; or
- (iii) that the employee is unable to return to work, and where possible, the date of the review of his/her patient's status.

The Employer shall reimburse the employee for the cost, if any, of the medical certificate.

#### L20.03 Sick Leave Retirement Gratuity

Retirement Gratuities were frozen as of August 31, 2012. Employees are not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day. The following language applies only to those employees eligible for the gratuity above.

For all members of the Bargaining Unit who were eligible for a sick leave retirement gratuity as of August 31, 1999, such gratuity entitlement shall be retained as per the applicable Collective Agreement with the predecessor Board, provided that there shall be no further sick leave accrual for retirement gratuity purposes after that date, other than for the purpose of maintaining the August 31, 1999 entitlement. For all Bargaining Unit members hired after August 31, 1999, there shall be no retirement gratuity entitlement.

L20.04 Workplace Safety and Insurance Act

An employee prevented from performing the employee's regular work with the employer on account of an occupational accident that is recognized by the *Workplace Safety and Insurance Act* as compensable within the meaning of the *Insurance Act*, shall receive from the employer the difference between the amount payable by the *Workplace Safety and Insurance Act* and the employee's regular salary. This top-up of WSIB benefits shall be payable for a maximum of four (4) years and six (6) months with no deduction from sick leave.

Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2012.

When filing a WSIB Form 7, the Employer shall provide each employee with a notice advising the Employee of the name and contact number(s) of the Employer's and Union's WSIB representative(s).

The employer shall forward a copy of each WSIB Form 7 to the Union President and employee immediately following its completion and submission to the WSIB.

L20.05 Sick Leave to Bridge Long Term Disability Waiting Period

The parties agree that this issue has been addressed at the central table and that the provisions shall remain status quo. The 2014-2017 CUPE Collective Agreement requires that language in LOU #2 related to the Long Term Disability waiting period (greater than 131 days) be aligned with current local provisions. As this issue is not subject to local bargaining or amendment by the local parties, it will continue to reflect language in the central agreement.

An Employee who has applied for long-term disability is eligible for additional short term disability leave days up to the maximum difference between the long-term disability waiting period and 131 days. The additional days shall be payable at 90% and shall be used only to bridge the employee through the long-term disability waiting period if, under a collective agreement in effect on August 31, 2012, the employee was required to wait more than 131 days before being eligible for benefits under a long-term disability plan and the collective agreement did not allow the employee the option of reducing that waiting period.

## **ARTICLE L21 – WAGE RATES & METHOD OF PAY**

L21.01 All employees in the Bargaining Unit shall be paid wages in accordance with Appendix "A", which is attached hereto and which forms part of this Collective Agreement.

L21.02 Wages shall be paid by direct deposit into each employee's account at a financial institution which has capabilities for electronic funds transfer.

L21.03 Employees will be paid bi-weekly on Friday.

- L21.04 Each employee shall be provided with an itemized electronic statement of the wages and deductions associated with each pay via the Board's email system. Timesheet amendments shall be communicated to the affected employees.
- L21.05 Casual and temporary employees shall be paid the start rate (probationary rate) of the position being filled.
- L21.06 Full time or part time employees filling a temporary assignment will receive the rate of pay for the job, based on the job classification and the appropriate grid step.
- L21.07 A qualified permanent employee filling a temporary assignment will be placed at the closest higher step on the salary grid of the position being filled, that is above their current hourly rate and will move through the grid steps, if applicable.
- L21.08 Effective September 1, 2019, Maintenance III employees who possess two (2) or more of the following trade tickets in any combination of the following disciplines:
- Electrical – Construction Maintenance Electrician
  - Electrical – Industrial Electrician
  - Gas – Gas Fitter I or 2
  - Gas – IMT Gas TLDSB
  - Refrigeration/AC – Refrigeration & A/C Mechanic
  - Oil – Oil Burner Technician 1 or 2
  - Plumbing – Plumber
  - Automotive – Automotive Service Technician
  - Automotive – Truck and Coach Technician
  - Controls – Control and Instrumentation Technician

all licensed in the Province of Ontario, shall receive an hourly premium of \$5.41 effective September 1, 2019; \$5.47 effective September 1, 2020; and \$5.52 effective September 1, 2021, in addition to their regular hourly rate. Tickets held by Maintenance III staff must be in good standing with the Ontario College of Trades and/or the Technical Safety Standards Association.

## **ARTICLE L22 - GROUP BENEFITS**

- L22.01 Life and AD&D insurance as well as Extended Health and Dental Benefits are provided to eligible members by the Education Workers Benefits Trust (EWBT).
- L22.02 The Employer agrees to continue its current practice of providing an Employee Assistance Program at the current cost share arrangement in consultation with the Union.
- L22.03 Eligible employees shall pay 100% of the premium costs associated with the Long Term Disability Plan.
- L22.04 Participation in the Long Term Disability Plan is a condition of employment for all eligible employees. An employee on an approved leave of absence of greater than one month may opt out of the Long Term Disability Plan for the duration of the leave.

- L22.05 Notwithstanding L22.04 above, participation in the Long Term Disability Plan is not mandatory for those who had not opted into the program prior to April 1, 2000.
- L22.06 Sick leave and short term leave disability plan (STLDP) days are not available to augment benefits from Long Term Disability except as noted in the Central Collective Agreement C6.00 Sick Leave.
- L22.07 Part-time employees (as defined in Article L11) do not participate in the Long Term Disability Plan. Note: Any part-time employee who was participating in the Long Term Disability Plan as of February 22, 2000 may continue to participate in the plan.
- L22.08 It is agreed that effective January 1, 2020 the employees' share of the Employment Insurance premium reduction rebates shall be reimbursed to the Union. Such reimbursement will be based on the rebate received by the Board for the previous calendar year and will be forwarded to the Union in February of each school year.
- a) For clarity, the first reimbursement will occur in February 2021 based on the 2020 calendar year.
  - b) The Union shall indemnify and save the Employer harmless from any and all claims, suits, attachments or any form of liability whatsoever in any way relating to the use and administration of these funds.

## **ARTICLE L23 – GENERAL**

### L23.01 Mileage

In respect of any travel on Board business which is required and authorized by the Board, employees shall be entitled to claim a mileage allowance, in accordance with Board Policy/Administrative Procedure.

### L23.02 Health & Safety

The parties hereto recognize their responsibilities under the *Occupational Health & Safety Act*, and hereby acknowledge that the role, responsibilities and obligations of the Joint Health and Safety Committees shall be as defined in Board Procedure.

- L23.03 For employees in the Maintenance Department, an annual safety boot allowance of \$199 shall be provided effective September 1, 2019. Effective September 1, 2020 the safety boot allowance shall be \$201; effective September 1, 2021 it shall be \$203. The specified amount shall be paid in the form of an allowance. Safety shoes will be worn by all Maintenance employees as a condition of employment.

## **ARTICLE L24 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **L24.01 Warning**

Whenever the Employer deems it necessary to warn an employee in a manner indicating that dismissal or discipline may follow any repetition of the act complained of or omission referred to, or may follow if such employee's work is not brought up to a required standard by a given date, the employer shall, within five (5) working days thereafter, give written particulars of such warning to the employee involved with a copy to the President of CUPE Local 997.

Where the Employer intends to interview an employee for disciplinary purposes the Employer shall so notify the employee and the President of CUPE Local 997 in advance of the interview, to ensure that the employee is aware of the right to have Union Representation at such meeting, and any subsequent meetings.

### **L24.02 Discharge Procedures**

An employee who has completed his probationary period may be dismissed only for just cause and only upon the authority of the Employer. When an employee is discharged or suspended, a copy of the letter to the employee stating the reasons shall be forwarded to the President of CUPE Local 997 within five (5) working days.

### **L24.03 Personnel Files**

Employees shall have access to their personnel files in the presence of the Superintendent of Human Resources Services or designate, at a mutually agreed time and location. Upon request, employees will be given a copy of items in their files. There shall be one official personnel file for each employee and such official file shall be maintained in the Human Resources Services Department.

It is understood that should there be mutual agreement between the Superintendent of Human Resources Services or designate and the employee that an item in the file is inaccurate, the item shall be corrected. It is further understood that should there be no mutual agreement between the employee and the Superintendent of Human Resources Services or designate, the employee shall have a right of reply to the item which he/she believes is inaccurate. The written reply shall form part of the employee's official personnel file.

Where a minimum of two (2) years have elapsed since the recording of a disciplinary notation, counseling letter or letter of expectation on an employee's file resulting from an employee's inappropriate interaction with students, the employee may request that such disciplinary notation, counseling letter or letter of expectation be reviewed. Requests shall be made to the Superintendent of Human Resources Services or designate, who may remove the disciplinary notation, counseling letter or letter of expectation from the file provided the personnel file has been free of any written warning or disciplinary action during the intervening period. A request for removal shall not be unreasonably denied.

Counseling letters, letters of expectation, letters of reprimand and/or suspension other than those referenced in paragraph 3 above will be removed from the record of an employee two (2) years following the receipt of such letter and/or suspension, provided the personnel file has been free of

any written warning or disciplinary notation during the intervening period. The Employer shall not rely on the removed documentation for the purpose of any future proceedings (if any), provided that the Union and/or the employee makes no claim that the employee has never been subject to disciplinary action.

L24.04 It is understood that counseling regarding job performance and/or the performance appraisal process (including debriefing) is not considered "disciplinary" for the purpose of this Article.

## **ARTICLE L25 – BARGAINING UNIT SECURITY**

L25.01 The Employer undertakes that there will be no expansion of contracting out of School Custodial Services, without the consent of the Union.

L25.02 The Union acknowledges the existing arrangements for the contracting of services such as grass-cutting, landscaping, painting and snow-plowing, as well as the Employer's need to rationalize the delivery of such services across the new District School Board; the Employer, for its part, undertakes that, if such services are to be provided on a contract basis, as is currently done in Areas 3 and 4, this shall be accomplished, as much as possible, through attrition.

L25.03 Both parties acknowledge the significant roles which can be played by volunteers within the school system; it is understood, however, that no permanent Bargaining Unit member will be laid-off, or have their hours of work reduced, as a result of the use of volunteers.

L25.04 Except as otherwise agreed by the parties, Bargaining Unit work shall not be done under the auspices of the "Ontario Works" (workfare) or similar programs.

L25.05 Both parties recognize the importance of providing work opportunities for students under the various programs which are available from time-to-time (eg. OYAP, SEED, Co-op, etc.). Participation by the Board in such programs will be discussed with the Union and would be on the basis that students would not replace Bargaining Unit members, in whole or in part. It is understood that this clause does not preclude the hiring of students, on a casual basis, for summer projects.

L25.06 It is understood by the parties hereto that supervisory duties in relation to persons who are performing "community service" (under the auspices of a probation order), or students (under paragraph L25.05 above) shall be the responsibility of management personnel.

L25.07 It is understood that, in schools where custodial work is currently performed by Bargaining Unit members, and where part of the facility is made available for an external agency (eg. daycare, Haliburton Theatre), custodial services will normally continue to be provided by Bargaining Unit members.

## **ARTICLE L26 – PROFESSIONAL DEVELOPMENT**

L26.01 On September 1 of each year, the Board will provide an annual non-cumulative sum of \$16,000 (sixteen thousand dollars) for Professional Development purposes, which may be accessed by permanent and temporary employees from both the Custodial/Maintenance, and Office Clerical,

Technical and Educational Assistants Bargaining Units. The fund shall be administered by the Local CUPE PD Fund Committee and will be used to support members' attendance at conferences, workshops, and courses of a professional development nature.

L26.02 The Secretary of the Fund shall provide the Director (copy to the Superintendent of Human Resources Services) on an annual basis, but not later than October 1st, with a detailed report on the disposition of these funds for the previous school year.

L26.03 The balance of the Fund, as at August 31, 2006 shall be carried forward from year to year until such time that it is expended.

## **ARTICLE L27 - DURATION AND RENEWAL**

L27.01 This Agreement comes into force on the day it is ratified by both parties, and expires on August 31, 2026. It shall continue automatically thereafter for annual periods of one year unless either Party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the provisions of the *Ontario Labour Relations Act*.

L27.02 This Agreement shall supersede all previous Collective Agreements between the Parties and shall continue in force and effect until such time as it is superseded by a new Agreement under the terms of the *Ontario Labour Relations Act*.

L27.03 If either Party gives notice of its desire to negotiate in accordance with paragraph L27.01, the Parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Agreement in accordance with the *Ontario Labour Relations Act*.

L27.04 No changes can be made to this Agreement without the mutual consent of the Parties.

## LETTER OF UNDERSTANDING

- between -

### **CUPE LOCAL 997**

(hereinafter referred to as The "Union")

- representing -

### **THE CUSTODIAL/MAINTENANCE BARGAINING UNIT**

(hereinafter referred to as the "Bargaining Unit")

- and -

### **TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD**

(hereinafter referred to as the "Board" or the "Employer")

#### **Re: Definition of OMERS Contributory Earnings**

The following definition of contributory earnings under the OMERS Pension Plan is provided for informational purposes only and is non-grievable. Contributory earnings must include all regular earnings, as follows:

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (for example, flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;

- salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (for example, educational or car allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended.

Dated at the City of Kawartha Lakes, Ontario this 29 day of June , 2023.



\_\_\_\_\_  
On behalf of the Employer



\_\_\_\_\_  
On behalf of the Union

**LETTER OF UNDERSTANDING**

- between -

**CUPE LOCAL 997**  
(hereinafter referred to as The "Union")

- representing -

**THE CUSTODIAL/MAINTENANCE BARGAINING UNIT**  
(hereinafter referred to as the "Bargaining Unit")

- and -

**TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD**  
(hereinafter referred to as the "Board" or the "Employer")

**Re: Criminal Reference Checks**

WHEREAS Regulation 521/01 of the *Education Act* requires the Employer to conduct criminal reference checks for existing employees, as well as to collect annual offence declarations from employees;

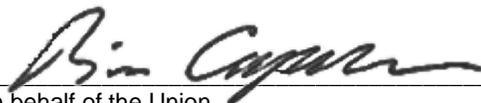
IT IS THEREFORE UNDERSTOOD and agreed that:

1. All reference checks, offence declarations and related documentation which are obtained pursuant to Regulation 521/01 shall be stored in a separate and secure location and maintained in a confidential manner. Access to such records and information shall be strictly limited to the Superintendent of Human Resources Services and the Human Resources Services staff, although this does not preclude consultations with appropriate officials under paragraph 2 below.
2. Trillium Lakelands District School Board shall not release any information about an employee obtained pursuant to Regulation 521/01 of the *Education Act* (or any subsequent regulation or law) without the permission of the employee, except for the purpose of considering a recommendation for disciplinary action against the employee or as otherwise required by law. Such consideration may involve only Senior Administration, the Board, legal counsel and/or adjudication advisors of the OESC, as appropriate.
3. The Bargaining Unit may grieve any disciplinary action taken against an employee based on or related to the information that the employee is required to provide to Trillium Lakelands District School Board pursuant to the requirements of Regulation 521/01 of the *Education Act*, or any subsequent regulation or law.
4. The Board shall consult with the Local regarding any changes to the Board's policy or operating procedure with respect to criminal record checks, as well as any changes the Board makes to the electronic offence declaration form.
5. This Letter of Understanding attached to this Collective Agreement, is part of the Collective Agreement and is subject to the Grievance Procedure in Article L9.

Dated at the City of Kawartha Lakes, Ontario this 29 day of June, 2023



On behalf of the Employer



On behalf of the Union

**LETTER OF UNDERSTANDING  
between**

**TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD**

**(the Board)**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL NO. 997**

**(the Union)**

**Re: Article L18.03 – Vacation**

WHEREAS the Board and the Union agree Article L18.03 provides for a carry forward of a maximum of two (2) weeks' vacation (non-cumulative) from one vacation year to the next;

WHEREAS it is recognized that there are permanent employees that have in excess of the two week carry forward provision as outlined in Article L18.03;

WHEREAS the Board has placed the Union on notice that it intends to administer Article L18.03 as written upon ratification of the new collective agreement;

WHEREAS the Board and the Union met following the ratification of the 2019-2022 local agreement to determine the employees that as of the date of local ratification had carry-forward vacation banks in excess of 2 weeks. An agreed to list of such employees noting the number of carry-forward vacation days in excess of 2 weeks was established;

The Board and the Union agree as follows:

1. Any carry forward vacation days in excess of two weeks as of the date of ratification must be taken no later than August 31, 2025.

Dated at the City of Kawartha Lakes, Ontario this 29 day of June 2023.



\_\_\_\_\_  
On behalf of the Employer



\_\_\_\_\_  
On behalf of the Union

**LETTER OF UNDERSTANDING**

- between -

**CUPE LOCAL 997**

(hereinafter referred to as The "Union")

- representing -

**THE CUSTODIAL/MAINTENANCE BARGAINING UNIT**

(hereinafter referred to as the "Bargaining Unit")

- and -

**TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD**

(hereinafter referred to as the "Board" or the "Employer")

**Re: Article L20.01 Custodial Maintenance Collective Agreement**

Until such time as Custodial and Maintenance employees are provided with the ability to review their sick leave usage electronically as provided for in Article L20.01, the Board will send to each permanent employee an annual statement (September 1 – August 31) no later than October 31<sup>st</sup> of the year following.

Dated at the City of Kawartha Lakes, Ontario this 29 day of June, 2023.



\_\_\_\_\_  
On behalf of the Employer



\_\_\_\_\_  
On behalf of the Union

**APPENDIX “A”- CUSTODIAL/MAINTENANCE SALARY GRIDS**

Band	Position	EFFECTIVE SEPTEMBER 1, 2022				
		Start (probationary rate)	After Probation	After 1 Year	After 2 Years	After 3 Years
2	Maintenance I	21.70	22.60	23.53		
3	Custodian	21.88	22.81	23.74		
6	Lead Hand	22.46	23.37	24.31		
8	Head Custodian	22.86	23.82	24.73		
9		23.11	24.04	25.00		
10	Maintenance II	25.00	26.23	27.46	28.73	
14	Maintenance III	37.00	38.79	40.58	42.17	45.10

Band	Position	EFFECTIVE SEPTEMBER 1, 2023				
		Start (probationary rate)	After Probation	After 1 Year	After 2 Years	After 3 Years
2	Maintenance I	22.70	23.60	24.53		
3	Custodian	22.88	23.81	24.74		
6	Lead Hand	23.46	24.37	25.31		
8	Head Custodian	23.86	24.82	25.73		
9		24.11	25.04	26.00		
10	Maintenance II	26.00	27.23	28.46	29.73	
14	Maintenance III	38.00	39.79	41.58	43.17	46.10

Band	Position	EFFECTIVE SEPTEMBER 1, 2024				
		Start (probationary rate)	After Probation	After 1 Year	After 2 Years	After 3 Years
2	Maintenance I	23.70	24.60	25.53		
3	Custodian	23.88	24.81	25.74		
6	Lead Hand	24.46	25.37	26.31		
8	Head Custodian	24.86	25.82	26.73		
9		25.11	26.04	27.00		
10	Maintenance II	27.00	28.23	29.46	30.73	
14	Maintenance III	39.00	40.79	42.58	44.17	47.10

Band	Position	EFFECTIVE SEPTEMBER 1, 2025				
		Start (probationary rate)	After Probation	After 1 Year	After 2 Years	After 3 Years
2	Maintenance I	24.70	25.60	26.53		
3	Custodian	24.88	25.81	26.74		
6	Lead Hand	25.46	26.37	27.31		
8	Head Custodian	25.86	26.82	27.73		
9		26.11	27.04	28.00		
10	Maintenance II	28.00	29.23	30.46	31.73	
14	Maintenance III	40.00	41.79	43.58	45.17	48.10

## Appendix “B” – RESPONSIBILITY/PREMIUM PAY

Premium rates for period September 1, 2022 to August 31, 2026

In accordance with ARTICLE L15.04 RESPONSIBILITY PAY the hourly premiums are as follows:

Effective September 1, 2021:

Article L15.04 (a) premium	\$ 1.10 per hour	
Article L15.04 (b) premium	\$ 2.17 per hour	
Article L15.04 (c) premium	\$ 2.17 per hour	Day Shift Lead Custodian: \$ 1.10 per hour

## APPENDIX "C" - C/M FAMILY OF SCHOOLS AND BUMPING SEQUENCE

1 - START	2 - NEXT	3 - NEXT
<ul style="list-style-type: none"> <li>• <b>LCVI</b></li> <li>• Alexandra P.S.</li> <li>• Central Senior School</li> <li>• Dr. George Hall P.S.</li> <li>• King Albert P.S.</li> <li>• Leslie Frost P.S.</li> <li>• Lindsay AAEC/Virtual Learning Centre</li> <li>• Lindsay Facility Services</li> <li>• Mariposa E.S.</li> <li>• Parkview P.S.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>I.E. WELDON SS</b></li> <li>• Dunsford D.E.S.</li> <li>• Grandview P.S.</li> <li>• Jack Callaghan P.S.</li> <li>• Lady Eaton P.S.</li> <li>• Lindsay Education Centre</li> <li>• Queen Victoria P.S.</li> <li>• Rolling Hills P.S.</li> <li>• Scott Young P.S.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>FENELON FALLS SS</b></li> <li>• Bobcaygeon P.S.</li> <li>• Fenelon AAEC</li> <li>• Fenelon Township P.S.</li> <li>• Lady MacKenzie P.S.</li> <li>• Langton P.S.</li> <li>• Ridgewood P.S.</li> <li>• Woodville E.S.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>I.E. WELDON SS</b></li> <li>• Dunsford D.E.S.</li> <li>• Grandview P.S.</li> <li>• Jack Callaghan P.S.</li> <li>• Lady Eaton P.S.</li> <li>• Lindsay Education Centre</li> <li>• Queen Victoria P.S.</li> <li>• Rolling Hills P.S.</li> <li>• Scott Young P.S.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>LCVI</b></li> <li>• Alexandra P.S.</li> <li>• Central Senior School</li> <li>• Dr. George Hall P.S.</li> <li>• King Albert P.S.</li> <li>• Leslie Frost P.S.</li> <li>• Lindsay AAEC/Virtual Learning Centre</li> <li>• Lindsay Facility Services</li> <li>• Mariposa E.S.</li> <li>• Parkview P.S.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>FENELON FALLS SS</b></li> <li>• Bobcaygeon P.S.</li> <li>• Fenelon AAEC</li> <li>• Fenelon Township P.S.</li> <li>• Lady MacKenzie P.S.</li> <li>• Langton P.S.</li> <li>• Ridgewood P.S.</li> <li>• Woodville E.S.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>FENELON FALLS SS</b></li> <li>• Bobcaygeon P.S.</li> <li>• Fenelon AAEC</li> <li>• Fenelon Township P.S.</li> <li>• Lady MacKenzie P.S.</li> <li>• Langton P.S.</li> <li>• Ridgewood E.S.</li> <li>• Woodville E.S.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>I.E. WELDON SS</b></li> <li>• Dunsford D.E.S.</li> <li>• Grandview P.S.</li> <li>• Jack Callaghan P.S.</li> <li>• Lady Eaton P.S.</li> <li>• Lindsay Education Centre</li> <li>• Queen Victoria P.S.</li> <li>• Rolling Hills P.S.</li> <li>• Scott Young P.S.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>LCVI</b></li> <li>• Alexandra P.S.</li> <li>• Central Senior School</li> <li>• Dr. George Hall P.S.</li> <li>• King Albert P.S.</li> <li>• Leslie Frost P.S.</li> <li>• Lindsay AAEC/Virtual Learning Centre</li> <li>• Lindsay Facility Services</li> <li>• Mariposa E.S.</li> <li>• Parkview P.S.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>HALIBURTON HSS</b></li> <li>• Haliburton County Education Centre</li> <li>• Archie Stouffer E.S.</li> <li>• Highlands AAEC</li> <li>• J.D. Hodgson E.S.</li> <li>• Stuart Baker E.S.</li> </ul>	<ul style="list-style-type: none"> <li>• Cardiff E.S.</li> <li>• Wilberforce E.S.</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>HUNTSVILLE HS</b></li> <li>• Huntsville AAEC</li> <li>• Huntsville P.S.</li> <li>• Irwin Memorial P.S.</li> <li>• Pine Glen P.S.</li> <li>• Riverside P.S.</li> <li>• Spruce Glen P.S.</li> <li>• V.K. Greer P.S.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>BMLSS</b></li> <li>• Muskoka Education Centre</li> <li>• Bracebridge AAEC</li> <li>• Bracebridge P.S.</li> <li>• Bracebridge Facility Services</li> <li>• Macaulay P.S.</li> <li>• Monck P.S.</li> <li>• Muskoka Falls P.S.</li> <li>• Watt P.S.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>GRAVENHURST HS</b></li> <li>• Glen Orchard P.S.</li> <li>• Gravenhurst AAEC</li> <li>• Gravenhurst P.S.</li> <li>• K.P. Manson P.S.</li> <li>• Muskoka Beechgrove P.S.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>BMLSS</b></li> <li>• Muskoka Education Centre</li> <li>• Bracebridge AAEC</li> <li>• Bracebridge P.S.</li> <li>• Bracebridge Facility Services</li> <li>• Macaulay P.S.</li> <li>• Monck P.S.</li> <li>• Muskoka Falls P.S.</li> <li>• Watt P.S.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>GRAVENHURST HS</b></li> <li>• Glen Orchard P.S.</li> <li>• Gravenhurst AAEC</li> <li>• Gravenhurst P.S.</li> <li>• K.P. Manson P.S.</li> <li>• Muskoka Beechgrove P.S.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>HUNTSVILLE HS</b></li> <li>• Huntsville AAEC</li> <li>• Huntsville P.S.</li> <li>• Irwin Memorial P.S.</li> <li>• Pine Glen P.S.</li> <li>• Riverside P.S.</li> <li>• Spruce Glen P.S.</li> <li>• V.K. Greer P.S.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>GRAVENHURST HS</b></li> <li>• Glen Orchard P.S.</li> <li>• Gravenhurst AAEC</li> <li>• Gravenhurst P.S.</li> <li>• K.P. Manson P.S.</li> <li>• Muskoka Beechgrove P.S.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>BMLSS</b></li> <li>• Muskoka Education Centre</li> <li>• Bracebridge AAEC</li> <li>• Bracebridge P.S.</li> <li>• Bracebridge Facility Services</li> <li>• Macaulay P.S.</li> <li>• Monck P.S.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>HUNTSVILLE HS</b></li> <li>• Huntsville AAEC</li> <li>• Huntsville P.S.</li> <li>• Irwin Memorial P.S.</li> <li>• Pine Glen P.S.</li> <li>• Riverside P.S.</li> <li>• Spruce Glen P.S.</li> </ul>

	<ul style="list-style-type: none"><li>• Muskoka Falls P.S.</li><li>• Watt P.S.</li></ul>	<ul style="list-style-type: none"><li>• V.K. Greer P.S.</li></ul>
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NOTE: For employees working at Honey Harbour P.S., their family of schools is designated as BMLSS. For employees working at Yearley Education Centre their family of schools is designated as Huntsville H.S.

## APPENDIX "D" - PROTOCOL AGREEMENT

### PROTOCOL AGREEMENT

- between –

**TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD**  
(hereinafter referred to as the "Employer")

- and –

**CUPE LOCAL 997**  
(hereinafter referred to as the "Union")

#### 1. PURPOSE

1.01 The parties hereto undertake and agree to work jointly, co-operatively, and in good faith in establishing and maintaining a joint Gender-Neutral Job Evaluation process, which is in accordance with the requirements of the *Pay Equity Act*, and which will apply to the employees in the Bargaining Units represented by CUPE Local 997.

#### 2. IMPLEMENTATION: DEVELOPMENT OF JOB DESCRIPTIONS

2.01 It shall be the responsibility of the Employer, in consultation with the Union, to prepare job descriptions for all jobs within the Bargaining Units.

2.02 It is understood that, for jobs with more than one incumbent, the Employer and the Union may agree upon a generic job description.

2.03 It is understood that individual employees in jobs not covered by 2.02 (above) shall be afforded the opportunity to review the job description that has been developed for their job, and to discuss its adequacy in portraying the job with their immediate supervisor.

2.04 When the job description has been reviewed by the incumbent, he/she shall sign it to indicate that there has been an opportunity to review the job description.

2.05 The immediate supervisor shall also sign the job description, to indicate that there has been an opportunity to review the job description.

#### 3. IMPLEMENTATION: JOB ANALYSIS QUESTIONNAIRE

3.01 Subsequent to the completion of job descriptions for each job in the Bargaining Units, each employee shall be asked to complete a Job Analysis Questionnaire, which will summarize each job under the various factors and sub-factors.

3.02 The Job Analysis Questionnaire will then be submitted to the employee's immediate supervisor.

- 3.03 The employee's immediate supervisor will review the contents of the Job Analysis Questionnaire. The supervisor will indicate their concurrence or include their comments on the form provided to them by the Joint Job Evaluation Committee. The completed questionnaire, together with the immediate supervisor's comments, will be forwarded to the Senior Manager of Human Resources.
- 3.04 It is understood that, for jobs with more than one incumbent, as well as in circumstances where the employee and the supervisor disagree as to the content of the job analysis questionnaire, the Joint Job Evaluation Committee may agree upon the contents of the job analysis questionnaire.

4. THE JOINT JOB EVALUATION COMMITTEE

- 4.01 The Joint Job Evaluation Committee (JJEC) for each of the OCT/EA and C/M Bargaining Units shall have equal representation and participation from the parties, consisting of up to three (3) representatives from the Employer and up to three (3) representatives from the local Union.
- 4.02 It is understood that when it is agreed that the two Joint Job Evaluation Committees will meet together as the Joint Job Evaluation Steering Committee (JJESC), the combined Committee shall not exceed five (5) representatives from each of the parties. The Local Union President and the Senior Manager of Human Resources, shall co-chair the JJESC.
- 4.03 It is understood that the Employer will provide administrative support for the Joint Job Evaluation Committees.
- 4.04 It is understood that the CUPE National Representative may attend meetings as additional administrative support for the Union representatives.
- 4.05 The Employer and the Union shall each designate one of its representatives to act as co-chairperson of each of the JJECs. The co-chairpersons are responsible for:
- (a) chairing Committee meetings;
  - (b) scheduling Committee meetings;
  - (c) establishing the agenda for meetings.
- 4.06 Each party may appoint alternate representatives to serve as replacement for absent members. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.
- 4.07 Committee members may participate in any discussion about their own job(s), but may not participate in any decision.
- 4.08 Union Committee members not already on time release shall be entitled to attend meetings without loss of pay or benefits and without deduction from sick leave.
- 4.09 Routine business decisions of the Committee shall be made by a simple majority. Job rating decisions shall require a consensus and shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 7.04.

- 4.10 The JJEC shall meet as necessary at a mutually agreed-upon time and place.
- 4.11 Either party to the agreement may engage advisors to assist its representatives on the JJEC. Any such advisor shall be entitled to voice, but not to vote, and shall not be considered to be a member of the Committee.

5. MANDATE OF THE JJEC

- 5.01 The committee shall implement and maintain the Job Evaluation Program by:
- (a) evaluating all jobs;
  - (b) maintaining the integrity of the program through on-going review and re-evaluation, as contemplated;
  - (c) recommending to the parties changes to the Job Evaluation Program, its procedures or methods, as may be deemed necessary from time-to-time;
  - (d) recording all evaluation results and rationale, as necessary.

6. RATING PROCESS

- 6.01 The following general procedure shall be used to rate jobs:

(a) Step 1

A Job Analysis Questionnaire shall be completed by the incumbent(s) and the supervisor in accordance with Article 3. The completed questionnaire shall be submitted to the JJEC along with the copy of the current job description (if one exists). The questionnaire should detail any changes to the job resulting from new or changed circumstances in the job.

(b) Step 2

Where a job description does not exist, the Committee shall draft an up-to-date job description based on the information gathered. Where further information is required, interviews may be held with the incumbent(s) and/or the supervisor. The Committee shall submit the job description to the incumbent(s) and the supervisor for their mutual agreement. Amendments may be made to the proposed job description, as deemed necessary by the Committee, from the response of the incumbent(s) and the supervisor. When agreed upon, the job description shall be signed by the incumbent(s) and the supervisor to signify their mutual agreement.

(c) Step 3

The job shall now be rated, based on the agreed-upon job description, in accordance with the Job Evaluation Plan. The Committee shall also use information obtained from the completed questionnaire, any interviews with the incumbent(s) and/or supervisor and, if required, visits to the workplace. The plan evaluates the skill, effort, responsibility, and working conditions involved in the job.

Each of these factors is subdivided into sub-factors which provide a standard against which each job is rated to determine its relative worth.

(d) Step 4

When the Committee has completed the rating of all jobs, it will provide the supervisor and the incumbent(s) with a copy of the job description and rating results (see Advice of Rating Form – Form 1).

7. MAINTENANCE

7.01 The parties acknowledge the importance of maintaining accurate job descriptions and rating new and/or changed jobs on an on-going basis.

7.02 Job Evaluation Procedures for Changed Jobs

Whenever the Employer substantially changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been substantially changed, or that the job description no longer reflects the duties and responsibilities of the job, the following procedures shall be followed:

- (a) The incumbent(s)/Union or the supervisor/Employer may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form (Form "2").
- (b) Upon receipt of a completed Job Evaluation Reconsideration Form, the JJEC shall proceed to gather accurate, up-to-date information on the job in accordance with Articles 2 and 3. The gathering of information may involve requesting the incumbent(s) and supervisor to complete an up-to-date job analysis questionnaire. Where further information is required, interviews may be held with incumbents and/or supervisors and/or visits to the job site. Based on this information, the Committee shall update the job description as necessary.
- (c) Where the job description has been changed, the Committee shall meet to rate each sub-factor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision.

7.03 Job Evaluation Procedures for New Jobs

Whenever the Employer wishes to establish a new job, the following procedures shall apply:

- (a) The Employer shall prepare a draft job description for the job.
- (b) The JJEC shall meet to review the draft job description and establish a temporary rating for the job, based on the draft job description.
- (c) The job shall be posted and any person appointed to the job shall be paid on a temporary basis upon the rate assigned.

- (d) Six (6) months after appointment to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire. The questionnaire shall be submitted along with a revised job description to the JJEC. The JJEC shall finalize the job description and rate the job according to the procedure set out in Article 6.
- (e) If the rating increases as a result of the six-month review, such rating shall be applied retroactively to the effective date of his/her appointment to the job. In the event that the rating of the job decreases as a result of this six-month re-examination of the job, the incumbent shall be entitled to red-circling protection for the duration of his or her tenure in the job.

#### 7.04 Reconsideration Process

Within sixty (60) days of any rating decision being communicated to the employee, the following procedure shall apply:

- (a) The incumbent(s)/Union and/or the supervisor/Employer may request reconsideration of the job rating by completing and submitting a Job Evaluation Reconsideration Form (Form 2), stating the reason(s) for disagreeing with the rating of the job.
- (b) The incumbent(s) and the supervisor may be invited to make a presentation to the Committee.
- (c) The JJEC shall consider the reconsideration request and make a decision which shall be final and binding upon the parties and all employees affected.
- (d) The Committee shall inform both the incumbent(s) and the supervisor of its decision using the Review Decision Form (Form 3).

### 8. SETTLEMENT OF DISAGREEMENTS

8.01 In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee and attempt to assist in reaching a decision.

If, after meeting with the two (2) advisors appointed pursuant to Article 8.01, the Committee remains unable to agree upon the matter in dispute, the co-chairpersons shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) working days.

8.02 Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.

8.03 The arbitrator shall decide the matter upon which the JJEC has been unable to agree and his/her decision shall be final and binding on the JJEC, the Employer, the Union and all affected employees. The arbitrator shall be bound by these Terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of the provisions.

The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.

8.04 The Employer and the Union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the collective agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.

8.05 The arbitrator's fees and expenses shall be borne equally between the parties.

8.06 The time limits contained in this Article may be extended by mutual agreement of the parties.

9. FACTOR POINT VALUES AND RANGES

#	SUBFACTOR	SUB-FACTOR WEIGHTIN	DEGREES							
			1	2	3	4	5	6	7	
1	Education/Knowledge	20	14.29	28.57	42.86	57.14	71.43	85.71	100	
2	Experience	20	25	50	75	100				
3	Complexity & Judgement	12	12	24	36	48	60			
4	Mental Effort	5	6.25	12.5	18.75	25				
5	Physical Activity	5	6.25	12.5	18.75	25				
6	Accountability	9	15	30	45					
7	Responsibility for Confidential & Sensitive Material	9	15	30	45					
8	Supervision of Others	5	6.25	12.5	18.75	25				
9	Contacts	8	8	16	24	32	40			
10	Disagreeable Conditions	7	8.75	17.5	26.25	35				
<b>TOTAL</b>		<b>100</b>							<b>500</b>	

BAND	MIN-MAX	BAND	MIN-MAX
1	183 or less	9a	303 – 310
2	184 – 200	9b	311 - 319
3	201 – 217	10	320 – 336
4	218 – 234	11	337 – 353
5	235 – 251	12	354 – 370
6	252 - 268	13	371- 387
7	269 – 285	14	388 - 404
8	286 – 302		

10. AGREEMENT AND IMPLEMENTATION

10.01 This Protocol Agreement, together with the ultimate Job Evaluation Program and related matters which are agreed upon, is subject to ratification by the respective parties hereto.

Dated at Lindsay this 28th day of September, 2001.

For the Employer:

For the Union:

\_\_\_\_\_  
"E.A. Bartley"

\_\_\_\_\_  
"Lynn Raback"



## ADVICE OF RATING FORM



Employee Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

This is to advise that the rating for your job is as follows:

Subfactor	Rating	Points
Education		
Experience		
Complexity and Judgement		
Mental Effort		
Physical Activity		
Accountability		
Responsibility for Confidential & Sensitive Material		
Supervision of Others		
Contacts		
Disagreeable Conditions		
Total Points		

**Comments:**

Employer Chairperson: \_\_\_\_\_ Date: \_\_\_\_\_

Union Chairperson: \_\_\_\_\_ Date: \_\_\_\_\_

**Note:** If you and/or your supervisor disagree with the rating established for the job, you and/or your supervisor may request reconsideration of the job rating by filling out a Job Evaluation Reconsideration Form (Form 2) and submitting it to the Joint Job Evaluation Committee within sixty (60) days of receipt of this document.

Reasons for disagreeing with the job rating must be included in the Job Evaluation Reconsideration Form.



## JOB EVALUATION RECONSIDERATION FORM



**Incumbent's Name:**

**Job Title:**

**Current Salary Group:**

**Department:**

**Location:**

**REASON FOR REQUEST:**

**INSTRUCTIONS:**

Creation of New Job

Attach Draft Job Description

Six-month Review of New Job

Attach completed Job Analysis Questionnaire and Draft Job Description

Change in Job Duties and/or Responsibilities

Attach completed Job Analysis Questionnaire and Job Description

Disagree with Rating and/or Job Description

Please explain rationale/reason for disagreement below

Other

Please specify and explain below

**EXPLANATION OF REASON FOR RECONSIDERATION REQUEST:**

**REQUEST INITIATED BY:**     Incumbent(s)     Supervisor     Employer     Union

**Signature:**

**Date:**

**NOTE: PLEASE SEND ORIGINAL TO JOINT JOB EVALUATION COMMITTEE VIA HUMAN RESOURCES. HUMAN RESOURCES WILL FORWARD COPIES TO:**

Incumbent(s)

Supervisor

Union



## JOB EVALUATION REVIEW DECISION FORM



<b>Incumbent's Name:</b>	
<b>Job Title:</b>	<b>Current Salary group:</b>
<b>Department:</b>	<b>Location:</b>
<b>RATING RESULTS:</b> <input type="checkbox"/> No Change <input type="checkbox"/> Change in Points <input type="checkbox"/> Change in Band	
<b>CURRENT:</b>	Total Points: _____ Salary group: _____
<b>ADJUSTED:</b>	Total Points: _____     Salary group: _____
<b>Retroactive Date:</b>	
<b>COMMENTS:</b>	
<b>Joint Job Evaluation Committee/Human Resources to send copies to:</b>	
<input type="checkbox"/> Incumbent(s) <input type="checkbox"/> Supervisor <input type="checkbox"/> Union	
<b>Employer Co-Chairperson:</b>	<b>Union Co-Chairperson:</b>
<b>Date:</b>	<b>Date:</b>

Dated at the City of Kawartha Lakes, Ontario this 29 day of June , 2023

On behalf of TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD:



Bruce Reain – Chairperson



Wes Hahn – Director of Education

On behalf of CUPE LOCAL 997, CUSTODIAL AND MAINTENANCE BARGAINING UNIT:



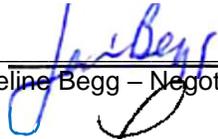
William Campbell – President, CUPE Local 997



Sabrina Dubeau – CUPE Staff Representative



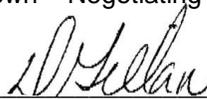
Lianne Barley – Negotiating Committee Member



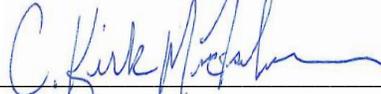
Jaqueline Begg – Negotiating Committee Member



Larry Brown – Negotiating Committee Member



Debbie Gillan – Negotiating Committee Member



Kirk MacFarlane – Negotiating Committee Member



Lisa Wokral – Negotiating Committee Member

## GENERAL INFORMATION

### **CUPE Local 997**

Mailing Address: Box 183, Bethany, Ontario L0A 1A0

Telephone: (705) 934-2997  
Toll-free: 1-844-934-2997

Fax: 1-866-742-1741

President: William Campbell - e-mail: [president@cupe997.ca](mailto:president@cupe997.ca)

Website: [www.cupe997.ca](http://www.cupe997.ca)

### **Trillium Lakelands District School Board**

#### **Lindsay Education Centre:**

Mailing Address: 300 County Road 36  
Lindsay, Ontario K9V 4R4

Main Switchboard: (705) 324-6776 / 1-866-526-5552

Voice Mail: (705) 324-5300

Fax (Main): (705) 324-2036

Fax (H.R. Dept.): (705) 324-0259

#### **Frequently called numbers – Lindsay Office:**

Superintendent of Human Resources Services, ext. 21230  
Human Resources Services Executive Assistant, ext. 22118  
Senior Manager of Labour Relations, ext. 22121  
H.R. Data Systems Officer (Benefits), ext. 22174  
Attendance & Disability Management Officer, ext. 22143, ext. 22194  
Payroll Supervisor, ext. 22176

## Glossary of Article Numbers – Custodial Maintenance

TITLE	CENTRAL TERM ARTICLE	LOCAL TERM ARTICLE
Duration and Renewal	C3.00	L27.00
Family Medical Leave	C12.00	L19.13
Group Benefits	C5.00	L22.00
Hours of Work	C9.00	L16.00
Pregnancy Leave	Part A, Letter of Understanding #2	L19.04
Sick Leave	C6.00; Part A Letter of Understanding #2; Part A Letter of Understanding #8 Appendix C- Medical Certificate	L20.00
Sick Leave Retirement Gratuity	Part A, Appendix B Sick Leave Credit Based Retirement Gratuities; Part A Letter of Understanding #2	L20.03
SEB Plan	Part A, Letter of Understanding #2	L19.06
Temporary and Casual Employees	C6.00; C10.00; C12.00; Part A Letter of Understanding #2	L10.00
Workplace Safety and Insurance Act	C6.00; Part A Letter of Understanding #2	L20.04